AGENDA

COMMITTEE ON LANDS AND BUILDINGS

May 2, 2005 Aldermen Thibault, Roy, Gatsas, Osborne, Porter

6:15 PM **Aldermanic Chambers** City Hall (3rd Floor)

- 1. Chairman Thibault calls the meeting to order.
- The Clerk calls the roll. 2.
- 3. Communication from Edward F. Wojnilowicz, Parks, Recreation & Cemetery Department, requesting approval for a PSNH easement for access to the Derryfield Country Club. Gentlemen, what is your pleasure?
- Communication from Frank Thomas, Public Works Director, requesting to 4. purchase property for pedestrian access across Tax Map 274, Lot 6, which is between South Commercial Street and South Bedford Street.
 - Gentlemen, what is your pleasure?
- Communication from Robert Beaurivage, Manchester Water Works 5. Assistant Director, requesting approval of a lease agreement for a communications tower site off of Chester Road in Auburn, NH. Gentlemen, what is your pleasure?
- 6. Communication from Robert Beaurivage, Manchester Water Works Assistant Director, requesting approval to purchase 8.58 acres of land located on Kimball Drive in Hooksett, NH for a future treatment facility site at a negotiated sale price of \$600,000.
 - Gentlemen, what is your pleasure?
- Discussion of disposition of property on West Haven Road (Tax Map 922, 7. Lot 39-A).
 - Gentlemen, what is your pleasure?

8. Communication from Dick Dunfey, Executive Director of MHRA, notifying the Committee that Brooks Properties has decided not to go forward with the purchase of French Hall.

Gentlemen, what is your pleasure?

9. Communication from Greg Grace, Vice President of PMC Wire requesting access to their plant from Valley Street, which would require crossing the former Portsmouth Branch rail corridor.

(Note: If the Committee so desires, it would be appropriate to refer this item to the discussions that are currently ongoing to draft a policy and procedure for private sector use of the former Portsmouth Branch Railroad Line ROW.)

Gentlemen, what is your pleasure?

10. Communication from Louis Nixon, on behalf of Carol Gosselin and Bonita Kershaw, seeking an easement for access across the former NH Central Railroad bed to 534 and 526 Douglas Street.

(Note: This item was referred to the Solicitor's Office and Public Works Department on 4/18/2005 to come up with a draft easement for access across the railroad bed.)

Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any of the following items from the table for discussion.

11. Communication from Attorney Michael Kasten, on behalf of Steve and Anna Saco, proposing to enter into a Boundary Line Agreement with the City for property located at West Shore Avenue and Bodwell Road abutting Crystal Lake.

(Note: Tabled 4/18/2005 pending review by Alderman DeVries.)

- 12. Discussion of area for dog park.

 (Note: Tabled 4/18/2005 pending submission of formal layout for the dog park and lease agreement.)
- 13. Communication from Robert MacKenzie, Director of Planning, relative to the Blacksmith Shop on Second Street.

 (Note: Tabled 11/15/2004 pending further review by the CIP Committee.)

NOTE: In reference to Items 14, 15 & 16 a draft City of Manchester policy regarding private sector use of the former Portsmouth Branch Railroad Line ROW submitted by Planning is attached. All three items retabled on 1/10/2005 pending review by Parks & Recreation, Planning, Assessors, and City Clerk to work on a procedure for all departments.

14. Land between Valley and Grove Streets previously owned by B&M Railroad.

(Tabled 5/26/2004 pending standard policy for purchasing railroad land to be submitted by Planning.)

Board of Assessors – value range \$57,448

Planning – do not dispose, license might be considered with conditions Parks & Recreation – do not dispose, temporary use license or agreement subject to conditions to be considered

15. Land at Belmont/Valley/Grove Streets formerly owned by B&M Railroad. (Tabled 7/27/2004 pending standard policy for purchasing railroad land to be submitted by Planning.)

Board of Assessors - value range \$26,484

Planning – recommend license for usage subject to conditions Tax Collector – no interest, not tax-deeded parcel

16. Land at Maple/Somerville Streets formerly owned by B&M Railroad. (Tabled 7/27/2004 pending standard policy for purchasing railroad land to be submitted by Planning.)

Board of Assessors - value range \$21,084

Planning/Parks – do not dispose, recommend license for usage subject to condition.

17. If there is no further business, a motion is in order to adjourn.





CITY OF MANCHESTER Parks, Recreation & Cemetery Department

625 Mammoth Road Manchester, NH 03104-5491 (603) 624-6565 Administrative Office (603) 624-6514 Cemetery Division (603) 624-6569 Fax

COMMISSION

Stephen Johnson, Chairman Sandra Lambert, Clerk George "Butch" Joseph Michael Worsley Dennis Smith Ronald Ludwig, Director

Henry Thibault, Chair Lands and Buildings Committee C/O Leo Bernier, Clerk One City Hall Plaza Manchester, New Hampshire 03101

April 28, 2005

Re:

Derryfield Country Club Clubhouse Project

Dear Mr. Thibault

The above referenced project is approximately 70% complete and within two weeks of receiving electrical service. In order for PSNH to make this connection, a service easement is required to afford access from a utility pole located on Mammoth Road to a transformer pad located near the southeast corner of the new building. The service line is underground and the site contractor has already installed conduit.

Attached please find the easement in the form that PSNH would like approved.

Thank you in advance for your consideration and assistance with this matter.

Respectfully,

Edward F. Wojnilowje

Recreation Enterprise Manager



Public Service of NH Law Department PO Box 330 Manchester, NH 03105 CRS# 9Y-267459 DMS# 7AM-360898 Town: 293

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the City of Manchester, a municipal corporation having a place of business at One City Hall Plaza, Manchester 03101, County of Hillsborough, State of New Hampshire (hereinafter called the Grantor), for consideration paid, grants to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (PSNH), a corporation duly established by law, with a mailing address of P.O. Box 330, in Manchester, in the County of Hillsborough, in the State of New Hampshire, 03105, and VERIZON NEW ENGLAND, INC. a corporation duly established by law and having a mailing address of 185 Franklin Street, Boston, MA 02110 (hereinafter called the Grantee(s)), and their successors and assigns forever as tenants in common, with QUITCLAIM covenants, the RIGHT and EASEMENT to lay, install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove above/underground lines which may consist of wires, cables, pipes, ducts, conduits, manholes, and such testing terminals, transformers and foundations and enclosures for the same, vaults, pedestals, repeaters, markers, poles, and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush, over, under and across land owned by the Grantor(s) off Mammoth Road in Manchester, in the County of Hillsborough in the State of New Hampshire, more fully described in deed of Moses Davis to the Town of Manchester dated April 22, 1841 and recorded in the Hillsborough County Registry of Deeds, Book 210, Page 490.

Said easement will be located within the following described limits:

Beginning at a point on the Grantor's westerly boundary at Mammoth Road located across from PSNH and Verizon pole numbered 88/69 (PSNH#), thence extending aboveground in an easterly direction to pole 88/69A (PSNH#), thence extending underground in a northwesterly direction two hundred fifteen (215) feet, more or less, to padmounted transformer numbered 88/69AT1 (PSNH#).

The width of this easement shall be 20 feet; 10 feet either side of the center line of the distribution lines as constructed. This easement grants the right for guying/anchoring facilities outside the 20 foot strip. Together with the right to lay, install, construct, reconstruct, operate, maintain, repair, replace and remove any service cables and related equipment extending to any buildings or structures on said land in order to provide electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access from other land of the Grantor(s) for all purposes in connection with the exercise of the within granted easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on adjacent land, provided that the

3

land shall be restored by the Grantee(s) to substantially the condition in which it was immediately prior to such excavation, trenching, and backfilling; the right to go upon adjoining land when working on said lines and associated equipment; and the right to install temporary aboveground lines for temporary periods over and across said land of the Grantor(s) to provide continuity of service thereon when only underground line rights are requested.

The Grantor(s) for itself and its heirs, executors, administrators, successors and assigns, covenant(s) and agree(s) that it will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature upon the land over said easement and that it will not plant or permit to be planted any trees over said easement.

Witness <u>our</u> hands this	day of	, 2005.	
City of Manchester			
ВҮ:	1		
Robert A. Baines, Mayor			
State of New Hampshire County of Hillsborough			
		dged before me this yor of the City of Manches	
My Commission expires:	Notary Pi	ublic/ Justice of the Peace	WAGGET



City of Manchester Department of Highways

227 Maple Street Manchester, New Hampshire 03103-5596 (603) 624-6444 Fax # (603) 624-6487 Commission

Edward J. Beleski - Chairman Henry R. Bourgeois William F. Kelley Michael W. Lowry William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

April 27, 2005

Alderman Henry R. Thibeault, Chairman Committee on Lands and Buildings City Hall Manchester, NH 03101

Re: Pedestrian access across Tax Map 274 Lot 6

Dear Chairman Thibeault,

The Highway Department proposes to construct a pedestrian access way across land currently owned by WMUR TV, Hearst-Argyl Properties on South Commercial Street. The access way will connect the sidewalk on South Commercial Street with the sidewalk on South Bedford Street, and will enable pedestrian access to the new baseball stadium from South Bedford Street. This CIP Project was funded in FY 2005 at \$50,000 with the assumption that the Highway Department will do the construction work.

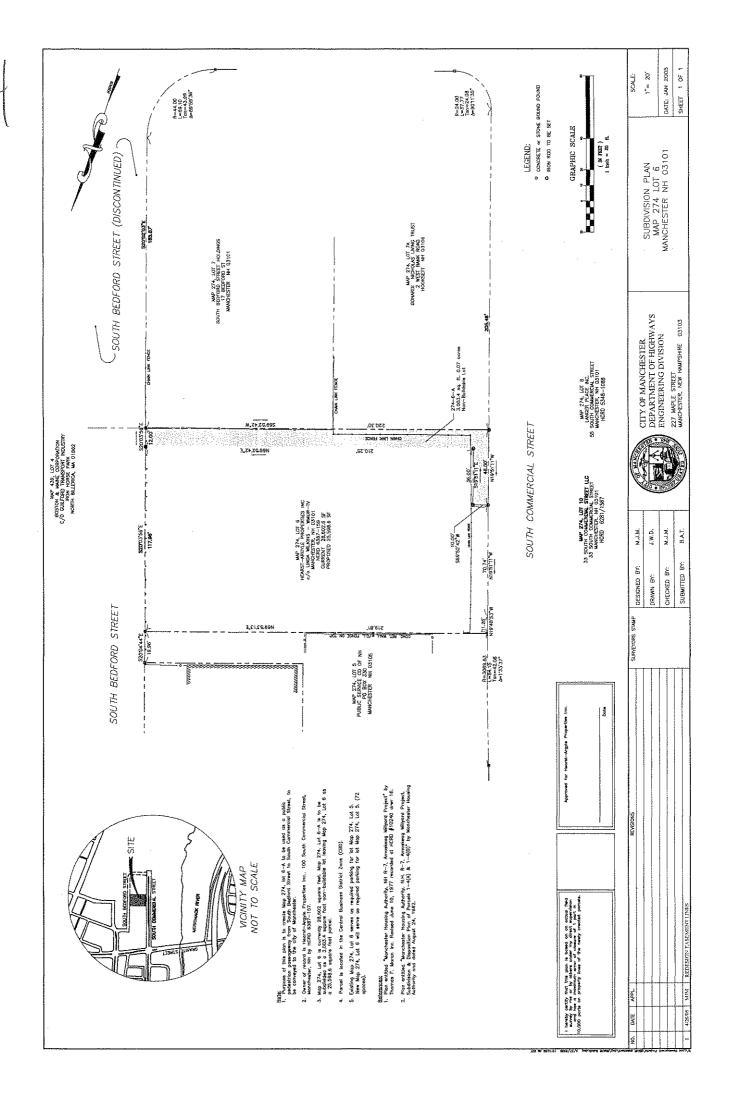
The Highway Department is acting as agent for WMUR in subdividing a strip of land to be purchased by the City for this access way. The Planning Board will hear the proposed subdivision at its meeting on April 28, 2005. Attached for your information are copies of the subdivision plan and access way plan. Also enclosed is a copy of the agreement with WMUR for the purchase, and communication from the Board of Assessors regarding the value of the parcel. The land is being purchased for \$11,000 which is in the mid range of the Assessors Opinion of Value.

We request your approval to purchase the resultant strip of land from WMUR to enable the construction of the access way. As previously mentioned, funding for this work is available from CIP No. 7132C4.

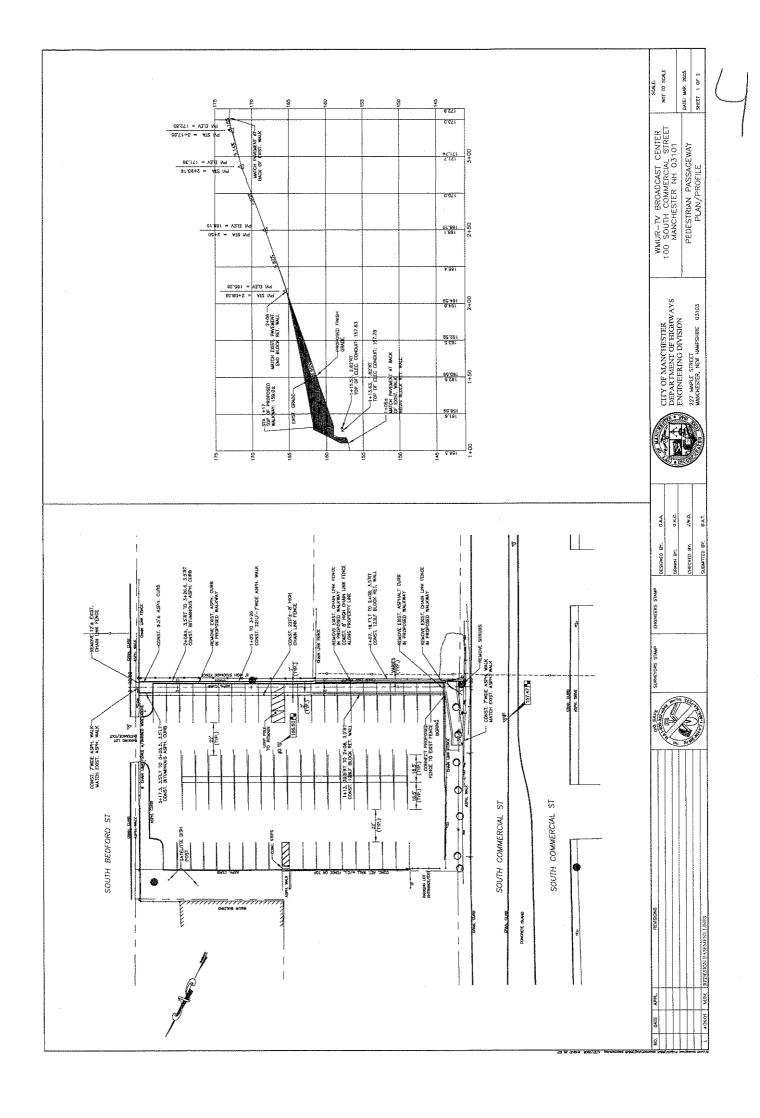
Very truly yours,

Frank C. Thomas, P.E. Director of Public Works

Enclosures



The second secon





City of Manchester Department of Highways

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski - Chairman Henry R. Bourgeois William F. Kelley Michael W. Lowry William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

April 26, 2005

Mr. Jeff Bartlett WMUR TV 100 South Commercial Street Manchester, NH 03101

Re: Pedestrian access across Tax Map 274 Lot 6

Dear Mr.Bartlett,

Thank you for your letter of April 5, 2005 accepting the terms of the City's offer to purchase an area of approximately 3,000 square feet along the south end of the property at Map 274 Lot 6 between South Commercial street and South Bedford Street as shown on the attached subdivision plan dated January 2005.

The terms of this purchase and sale are as follows:

Purchase price: \$11,000.00 plus pavement overlay and new paint striping for the existing parking lot. Also, relocation of an existing chain link fence along the southerly property line and construction of a new 8 foot chain link fence with barbed wire along the new property line.

The City and PSNH will dig a test pit to verify the location of an existing electric power conduit on the property. Under separate cover to Jim Grimes we have sent a Permission to Enter and Construct form, and a Certificate of Coverage documenting the City's insurance coverage.

Please sign and date this letter acknowledging your acceptance of this offer and return for our records.

Very Truly Yours,

Frank Thomas, P.E.

Director of Public works

Accepted:

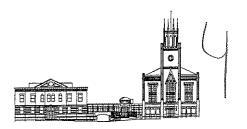
Authorized Representative

Date



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.gov



Steven G. Tellier, Chairman Thomas C. Nichols Stephan W. Hamilton

Christine Hanagan Assistant to Assessors

MEMORANDUM

To: Frank Thomas From: Board of Assessors Date: March 9, 2005

RE: Potential Value of WMUR Land for Pedestrian Walk

The Board of Assessors has reviewed the information that you provided relative to the location of a pedestrian access walkway along the southern border of the WMUR property on South Commercial Street.

The plan and information that you provided showed an area approximately 12' wide containing a total of 3,353 square feet to be subdivided from Map 274, Lot 6. According to the plans in our file, and a review of aerial photographs of the area, there will be no reduction in the utility of the site, and no reduction in the number of parking spaces.

Therefore, the Assessors believe that a reasonable estimate of the value of this narrow strip of land is in the range of \$3.00 to \$4.00 per square foot, or between \$10,000 and \$13,400.

If you have any other questions, please feel free to call on us.



MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

C. ARTHUR SOUCY

DONALD P. COUTURIER Clerk

JAMES W. CRAIG PATRICIA H. CORNELL RICHARD M. BUNKER LOUIS C. D'ALLESANDRO

Ex Officio HON. ROBERT A. BAINES Mayor

THOMAS M. BOWEN, P.E. Director and Chief Engineer

ROBERT BEAURIVAGE, P.E. Asst. Director

April 28, 2005

Board of Mayor and Aldermen c/o Mr. Leo Bernier City Clerk City of Manchester One City Hall Plaza Manchester, NH 03101

RE: COMMUNICATIONS TOWER SITE LEASE AGREEMENT

Dear Board of Mayor and Aldermen:

The Board of Water Commissioners at their April 20, 2005 meeting approved, contingent upon review by the City Solicitor and approval of the BMA, the attached lease agreement for a communications site. The proposed site would be developed by National Grid Communications, Inc. and involve the lease a 100' x 100' parcel of Water Works' land located off of Chester Road in Auburn, New Hampshire, to construct a cell phone tower. The major financial terms of the Agreement include a \$1,500 per month rental fee with an annual increase of 4%. The agreement also requires any third party use of the tower to make an additional payment to MWW of 20% of the rental fee. The initial term of the agreement is for five years and it will automatically be renewed for five additional terms of five years. National Grid is also required to obtain all local, state and federal government approvals for the proposed tower. The cell tower is not inconsistent with protection of the Lake Massabesic watershed, and the agreement is similar to another for a cell tower on Hermit Road that was approved by the BMA on April 21, 1998.

It is recommended that the Board of Mayor and Aldermen concur with the Board of Water Commissioners and approve the Communications Site Lease Agreement.

Sincerely,

Robert Beaurivage, P.E.

Assistant Director

Attachment

cc: Thomas M. Bowen, P.E., Director



SITE ID#: NH-05002

COMMUNICATIONS SITE LEASE AGREEMENT

This Lease (hereafter referred to as "Lease" or "Agreement") made and entered into this _____ day of April 2005 by and between National Grid Communications, Inc., a Massachusetts corporation (hereafter referred to as "Lessee") and <u>City of Manchester</u>, a municipality of the State of New Hampshire, acting by and through the <u>Manchester Water Works</u>, having offices at 281 Lincoln Street, Manchester, New Hampshire 03103, (hereafter referred to as "Lessor").

WITNESSETH THAT

- 1. Leased Premises: Lessor, in consideration of the rents to be paid by Lessee hereunder, does hereby lease, demise and let unto the said Lessee__10,000__ (_100 x 100__) square feet of land (the "Site")known on the Town of Auburn, County of Rockingham, State of New Hampshire Assessors Map: 7, Lot: 17 and Map: 19, Lot 1 more particularly described in Exhibit A, attached hereto, together with a nonexclusive easement for access 24 hours a day, 7 days a week thereto and for electric and telephone service and facilities, as more particularly described in Section 5 hereof (collectively, the "Leased Premises"). The Leased Premises will be used by Lessee for the purpose of installing, removing, replacing, maintaining, and operating, at its expense, a communications service system facility, or other electronic signal transmission devices or technology, including, without limitation, communications towers, related antenna equipment, improvements and fixtures, as more particularly described in Section 4 hereof. Lessor represents and warrants that the proposed use of the Site by Lessee will not violate any exclusive or other agreement, covenant, restriction, law, rule, regulation, ordinance or understanding that Lessor may have given or to which Lessor is a party or by which Lessor is bound, or of which Lessor has actual or constructive knowledge.
- 2. Term. The term of this Agreement shall commence on the date Lessee signs this agreement. The initial term of this agreement (the "Initial Term") shall be five (5) years plus the number of days from the date Lessee signs this Lease to the Rent Start Date. This agreement will be automatically renewed for five (5) additional terms of five (5) years (collectively, the "Renewal Terms"; individually, a "Renewal Term"), commencing on the day after the fifth anniversary of the Rent Start Date, unless Lessee provides to Lessor notice of Lessee's election not to renew this Lease not less than 60 days prior to the expiration of the Initial Term or any Renewal Term (The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term").
- 3. Rent. Rent will commence on the Rent Start Date. Rent will be paid monthly in advance beginning on the Rent Start Date and on the same day of each month thereafter (or the first business day thereafter) during the Term of the Lease. The Rent Start Date shall be the first day of the month following the month in which Lessee commences construction on the Site. The monthly rent will be One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), partial months to be prorated. Rent shall be increased by four percent (4%) annually on the anniversary of the Rent Start Date. Lessor shall receive as additional rent, rental fees collected by Lessee commencing with the second tenant that has leased space at the Site from Lessee (See Exhibit C hereto).

4. Use of Demised Premises; Compliance with Laws and Regulations.

(a) From and after the date of this Lease first set forth above, Lessee shall use the Leased Premises for the purpose of constructing, maintaining, replacing, modifying and operating Communications Facilities (as herein defined) and any related improvements. Lessee shall have the right to use such Communications Facilities for its business purposes, which shall include, but not be limited to, the subleasing or licensing to third parties (without Lessor's consent) of space upon and within the Communications Facilities and the Leased Premises. Such licensees or sublessees of Lessee shall have full access to the Leased Premises for their business purposes. For the purposes of this Lease, "Communications Facilities" shall be defined as communications tower, utility poles, equipment shelters, buildings, any associated support buildings and any related improvements, communications service system facilities, and other electronic signal transmission devices or technology, including, related antenna equipment and fixtures.

- (b) Lessee shall have the right to fence the Site. Lessee may enter upon the Leased Premises and adjacent lands of Lessor from and after the date and execution of this Lease by Lessor for the purpose of making surveys and conducting soil, engineering and other tests and in order to install and maintain the Leased Premises and may cut or trim the trees on the Leased Premises of Lessor in connection therewith. Lessee shall have the right to clear and thereafter to keep clear the Site, and the rights of way, and any utility easement areas located within and/or relating to the Leased Premises of trees, bushes, rocks and crops. Any cutting or trimming of trees on Lessor's adjacent lands shall only be done with prior Lessor approval. If the construction or maintenance of the Communications Facilities results in damage to any adjacent lands of Lessor (other than as set forth herein) Lessee shall pay Lessor for such damage. All zoning and construction drawing plans shall be reviewed and approved by the Manchester Water Works and Manchester Water Works approval shall not be unreasonable withheld.
- (c) Lessee will at all times during the Term observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Leased Premises or any improvement thereon or use thereof.
- 5. Access. Lessor hereby grants to Lessee, and to Lessee's licensees, subtenants, and assigns, the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, for ingress and egress on foot or by motor vehicle (including trucks), and for the installation and maintenance of communications equipment, utility wires, poles, cables, conduits, and pipes over, under or along a reasonable right-of-way ("Right of Way") that will accommodate Lessee's intended uses for the Leased Premises extending from the nearest public right-of-way, over and across any property of Lessor to reach the Leased Premises. The Right of Way is a non-exclusive right of way for Lessee, its agents, employees, sublessees, licensees and business visitors. Lessee shall have the right to construct, maintain and repair a roadway over the aforementioned easements, including such work as may be necessary for slope and drainage, and to install such poles, wires pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Lessee's business and for the utilization of electricity, water, telephone and gas services. If Lessor or other tenants of Lessor damage or disturb the Right of Way that Lessee constructs and maintains then Lessor or Lessor's other tenants shall share in the reasonable and proportionate costs of the maintenance and reconstruction.

6. Title and Quiet Possession:

- (a) Lessor covenants that Lessee, upon paying the rent and performing the covenants hereof on the part of Lessee to be performed shall and may peaceably and quietly have, hold and enjoy the Leased Premises and all related appurtenances, rights, privileges and easements throughout the Term hereof without any lawful hindrance by Lessor and any person claiming by, through or under Lessor. Lessor agrees for itself and all future holders of this (Map 7, Lot 17 and Map 19, Lot 1) land that no use shall be made of this land during the Initial Term and any Renewal Term that would interfere or compete with Lessee's use of the Leased Premises as described herein.
- (b) Lessor hereby represents and warrants to Lessee that: (a) Lessor is the fee owner of the Leased Premises and the lands immediately adjacent thereto which comprise the easements, rights of way granted to Lessee hereunder; (b) such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Lessee's use and operation of the Leased Premises; (c) Lessor has the lawful right and authority to execute this Lease and to grant the leasehold interests, easements and rights of way described herein; (d) Lessor has disclosed to Lessee in writing the names, addresses, phone numbers and contact personnel of all parties other than Lessor that hold any encumbrance upon or interest in the Leased Premises to the consents of all parties other than Lessor that hold any encumbrance upon or interest in the Leased Premises to the existence, execution and delivery of this Lease, the granting of a leasehold interest in the Leased Premises to Lessee in accordance with the terms hereof, and Lessee's and its licensees' and sublessees' utilization of the Leased Premises; and (g) Lessee has an exclusive lease of the Leased Premises and Lessor may not execute additional lease(s) of the Site for any purposes, including, but not limited to, telecommunications equipment placement and/or operation.
- (c) Lessee may, after the execution of this Lease by Lessee, obtain an abstract or preliminary title report regarding the Leased Premises from a title insurance company of its choice, at Lessees expense. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Lessee's use and operation of the Leased Premises, Lessee shall have the right to either (i) discharge such liens or

5

encumbrances of record, if possible, and deduct the cost thereof from the payments of rent to become due hereunder, or (ii) cancel this Lease upon written notice to Lessor. Lessor agrees to use its reasonable best efforts to cooperate with Lessee in curing such title defects.

- 7. Assignment: With written notice to the Lessor, Lessee shall have the right, at any time, and from time to time, from and after the date of this Lease (or any renewal or extension hereof) to assign or mortgage this Lease, in whole or in part, to any entity or third party, without Lessor's consent, provided that any such mortgagee or assignee agrees to assume Lessee's obligations hereunder. Upon any such assignment, so long as Lessee's assignee has assumed all of Lessee's obligations under this Lease and as long as the financial strength of such assignee is reasonably acceptable, Lessee shall be relieved of all future obligations under this Lease. Also, with written notice to the Lessor, Lessee shall have the right to sublease or license the Communications Facilities to third party tenants and licensees without the consent of Lessor.
- 8. Notices: All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

9. Improvements:

- (a) Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the installation, construction, maintenance and operation and any related activities of a transmitter site for wireless voice and data communications. All such improvements shall comply with all applicable codes, laws, ordinances, and regulations, local, state, and federal. Lessor agrees to cooperate with Lessee with respect to obtaining any required approvals, authorizations or removal of restrictions for Lessee's use of the Site as outlined herein, at the sole cost and expense of Lessee, including the right of Lessee to contest determinations made by any Federal, state and local authority concerning any permits, approvals and licenses, as well as the application of any laws and regulations. Lessor shall take no action that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by Lessee. Upon termination or expiration of the Lease, Lessee shall remove its equipment and improvements from the Site and shall be required to restore the Site to the condition existing on the commencement of this Lease, except for ordinary wear, tear and casualty.
- (b) The Communications Facilities shall be the property of and owned by Lessee. Lessor covenants and agrees that neither the Communications Facilities nor any part of the improvements constructed, erected or placed by Lessee on the Leased Premises shall become or be considered as being affixed to or a part of the Leased Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that the Communications Facilities and all improvements of every kind and nature constructed, erected or place by Lessee on the Leased Premises shall be and remain the property of Lessee. Lessor hereby agrees and acknowledges that Lessor shall have no lien or other interest or claim in or to the Communications Facilities and all improvements of every kind and nature constructed, erected or placed by Lessee on the Leased Premises, and that Lessor will confirm the same in writing upon request by Lessee.
- 10. Compliance with Laws: Lessor represents and warrants that Lessor's property (including the Site), and all improvements located thereon (other than improvements constructed by Lessee), are in substantial compliance with all laws, rules, regulations and ordinances, including, but not limited to, building, life/safety, disability, Manchester Water Works rules for the protection of Lake Massabesic and other laws, codes and regulations of applicable governmental authorities.
- 11. Utilities. Lessee or its licensees and subtenants who are leasing space at the Site from Lessee will pay for all utilities used by them at the Site. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility. Lessee reserves the right to bring in emergency power in case of power failure.
- 12. Termination: Lessee may terminate this agreement at any time by written notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, the "Approvals") required from any governmental authority or any easements required from any third party to operate the communication facility, or if any of the Approvals are canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper

ownership of, or appropriately clear title to, the Site or authority to enter into this Lease, or if Lessee for any other reason, in its sole discretion, determines that it will be unable to use the Leased Premises for its intended purpose. Upon the exercise of such right by Lessee, this Lease shall become null and void and neither party shall have any further obligation to the other party hereto.

- 13. Default: If either party is in default under this Lease for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law or in equity, including, but not limited to, the right to terminate this Lease and to collect rents due for the unexpired term hereof plus costs and expenses of collection and repossession. If a non-monetary default may not reasonably be cured within a 30 day period, the Lease may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default as soon as reasonably practicable.
- 14. Indemnity: Lessor and Lessee shall each indemnify the other against and hold the other harmless from any and all costs (including reasonable attorneys fees) and claims of liability or loss, injury, claim or damages which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to and shall not be available for any claims arising from the gross negligence or intentional misconduct of the indemnified party or any employee, agent, representative or affiliate of the indemnified party.
- 15. Insurance: Lessee, at its sole cost and expense, shall maintain, during the Term of this Lease, commercial general liability insurance with combined single limit coverage of \$1,000,000 with a certificate of insurance to be furnished to Lessor upon request. Lessee shall cause this certificate of insurance to be reviewed, at least one time during the Initial Term and during each Renewal Term of this Lease, to ascertain the appropriateness of limitations of coverage based on the market value of its use of the Site. Lessee's general contractor shall list the City of Manchester, a municipality of the State of New Hampshire, acting by and through the Manchester Water Works, as a additional insured.
- 16. Confidential Information/Nondisclosure: Lessor and Lessee acknowledge and agree that (a) information submitted by Lessor and Lessee to the other party hereto concerning the equipment, methods of operation or business affairs of Lessor and Lessee (the "Shared Information") is proprietary and confidential and that the Shared Information is solely for Lessor's and Lessee's use in connection with this Lease.
- 17. Hazardous Substances: Lessor represents and warrants that it has no knowledge of: (a) any substance, chemical or waste (collectively, the "Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation; or (b) any underground storage tank being located at the Leased Premises. Lessee and its sub-lessees shall not introduce, use or allow the use of any such Substance on the Site.
- 18. Force Majeure: The parties' performance under this Lease shall be excused if such nonperformance is due to acts or occurrences which are not voluntary by such party or its affiliates and are beyond their reasonable control, including without limitation, governmental orders not based on the qualifications or acts of Lessee or its controlling affiliates, involuntary equipment failure, involuntary inability or delay in securing equipment, civil commotions, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the parties' reasonable control.
- 19. Taxes: Lessor shall be responsible for all real property taxes and assessments regarding the Leased Premises and shall cause the same to be paid when due. Lessee shall be responsible for any increase in Lessor's real property taxes as a result of Lessee's use or occupancy of the Leased Premises. In addition, Lessee shall be

5

responsible for taxes on personal property of Lessee at the Leased Premises and shall cause the same to be paid when due.

- 20. Subordination and Non-Disturbance: Lessee acknowledges that prior to the date of this Lease Lessor may have granted a mortgage(s) or deed(s) of trust which encumber some or all of the Leased Premises to certain institutions or persons (collectively, the "Mortgagees"). On or prior to the date upon which this Lease is executed, Lessor shall obtain a non-disturbance agreement from all applicable Mortgagees whereby such Mortgagees agree to honor the Lease, and that such Lease shall remain in full force and effect and shall not be terminated, and Lessee shall be permitted to exercise all of its rights and remedies thereunder, as long as Lessee is not in default under the Lease, even in the event of foreclosure under the mortgages to which such Mortgagees are a party. Lessee hereby agrees and acknowledges that this Lease is subordinate to any mortgage or deed of trust of record against the Site as of the date of this Agreement.
- 21. Short Form of Lease. At the request of either party, the other party shall duly execute and acknowledge for recording purposes a short form or memorandum of this Lease (in the form of Exhibit B attached hereto), which shall recite the names of the parties, describe the Leased Premises, specify the Term, and any options to extend the Term or purchase the Leased Premises, and provide that this Lease is made upon the rents, terms, covenants and conditions contained herein. Alternatively, either party may cause an original executed copy of this Lease to be recorded in the land records for the county in which the Leased Premises are located.
- 22. Condemnation, Damage. If there is a condemnation of the Leased Premises or the Site (or a portion thereof which is sufficient to render the Leased Premises unsuitable for Lessee's purposes), including, without limitation, a transfer of the Leased Premises or the Site by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder. Lessee and Lessor shall be entitled to pursue their own separate condemnation awards with respect to any such taking. If the Leased Premises or the Site are damaged or destroyed to an extent sufficient to render the Leased Premises unsuitable for Lessee's purposes, and such damage or destruction was not caused by Lessee or any of Lessee's agents, contractors or employees, then Lessee shall have the right to terminate this Lease as of the date that such damage or destruction occurred, without prejudice to or otherwise affecting any rights or remedies that Lessee may have hereunder or at law or in equity, and the rent due hereunder shall be prorated to such date of termination, unless Lessor notifies Lessee in writing that Lessor will repair, at its sole cost, such damage or destruction and thereafter Lessor repairs such damage or destruction within forty-five (45) days after the date upon which such damage or destruction occurred. During the period in which Lessor effects such repairs, the rent due hereunder shall be abated.
- 23. Miscellaneous: (a) This Lease applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement. (b) This Lease is governed by and shall be construed in accordance with the laws of the State of New Hampshire. (c) This Lease (including the Exhibits hereto) constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to the subject matter hereof. (d) All amendments and modifications to and restatements of this Lease must be in writing and executed by both of the parties hereto. (e) Upon request, either party will provide an estoppel certificate to the other party hereto certifying the existence of the Lease and that it remains in full force and effect. (f) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease and the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected thereby and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law. (g) The prevailing party in any action or proceeding in court or in a mutually agreed upon arbitration proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees, damages, including consequential damages, and other reasonable enforcement costs and expenses from the non-prevailing party.

[SIGNATURE BLOCK APPEARS ON THE NEXT PAGE]

This Lease Agreement has been executed and delivered by duly authorized representatives of Lessor and Lessee as of the day and date first written above.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and C. The parties will execute and/or deliver, as required, any and all of the documents and/or information necessary to complete the Exhibits and record the Memorandum of Lease.

SIGNED AS A SEALED INSTRUMENT.

LESSOR:

CITY OF MANCHESTER

Ву:	
Name	3:
Title:	
Tax I.D.:	
Address:	281 Lincoln Street
	Manchester, NH 03103
	,
Telephon	ne #: (603) 624 -6494
	e #: (603) 628-6020
	(002) 023 0020
LESSEE	::
	•
NATION	IAL GRID COMMUNICATIONS, IN
Rv.	
Name:	
Title:	
i ilic.	
A ddross:	25 Dagagrah Drive
Address:	25 Research Drive
Address:	25 Research Drive Westborough, MA 01582

Facsimile #: 508-389-3001



STATE OF <u>NEW HAMPSHIRE</u> COUNTY OF <u>ROCKINGHAM</u>

his/her capacity as the of executed this Lease as their free act and deed in suc	the Lessor named herein, and they acknowledged that they ch capacity and as the free act and deed of such Lessor.	
	Notary Public	
	My commission expires:	
STATE OF MASSACHUSETTS COUNTY OF WORCESTER		
On theday of, 2005, capacity as the of the Lessee named her act and deed in such capacity and as the free act and	personally appeared before me, in his rein, and he acknowledged that he executed this Lease as his freed deed of such Lessee.	,
	Notary Public	
	My commission expires:	

5

EXHIBIT A

Site ID #: NH-05002

The Leased Premises/Site described and/or depicted as follows: See Attached.

- 1. Property Deed; Book: <u>1317</u> Page: <u>173</u> and <u>Book: 669 Page: 369</u>, Map_7_Lot_17 and Map 19, Lot 1_
- 2. Rough sketch and general description of site and surrounding area
- 3. Survey or Site Plan- The Leased Premises is generally described in a crude sketch drawing and description of the site attached hereto. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Leased Premises, with such a survey replacing the rough sketch and being incorporated into this Lease. The survey shall control in the event of discrepancies between the rough sketch and the survey

Lessor:	
	•
Lessee	



EXHIBIT B Memorandum/Notice of Lease

Site Name: City of Manchester Manchester Water Works - M	line Hill, Auburn, NH Site ID: NH-05002
This Memorandum/Notice of Lease evidences that, 2005 was made and entered into b MANCHESTER WATER WORKS _ ("Lessor"), whose at Hampshire 03103, and NATIONAL GRID COMMUNIC Research Drive, Westborough, MA 01582 and the terms and reference.	y and written between CITY OF MANCHESTER ddress is 281 Lincoln Street, Manchester, New CATIONS, INC. ("Lessee"), whose address is 25
Such Lease provides in part that Lessor leases to Les Auburn Assessors Map: 7, Lot: 17 and Map: 19, Lot: 1_, Tou_New Hampshire_, more particularly described in Exhibit A within a parcel of real property that is owned by Lessor and hereto. Pursuant to the Lease, Lessor has also granted to Les to the Site and to electric and telephone facilities to the Sending on the fifth anniversary of the Rent Start Date, which periods by Lessee.	wn of Auburn, County of Rockingham, State of attached hereto (the "Site"). The Site is situated more particularly described in Exhibit A-1 attached see an easement for a non-exclusive rights of access ite commencing on, 2005, and
Following the cancellation, termination or expiration execute and deliver to Lessor an instrument, in form and substantial form, releasing this Memorandum/Notice of Lease.	ion of the Lease, upon request Lessee will make, tance reasonably satisfactory to Lessor, in recordable
IN WITNESS WHEREOF, the parties have executed year first above written.	I the Memorandum/notice of Lease as of the day and
Signed, sealed and delivered in the presence of:	Lessor: CITY OF MANCHESTER
· · ·	By:Printed Name:
	Title:
	Address: 281 Lincoln Street Manchester, New Hampshire 03103

Signed, sealed and delivered in the presence of:

Lessee: NATIONAL GRID COMMUNICATIONS, INC

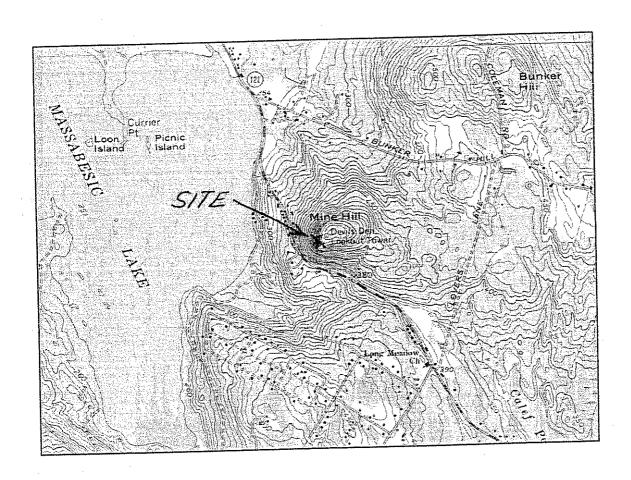
	D. J.	By:
Printed Name:		Printed Name:
		Title:
		Date:
Printed Name:	MATERIAL PROPERTY AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION ADMINISTRATION ADMINISTRATION AND ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTR	Address: 25 Research Drive
		Westborough, MA 01582
	STATE O	F NEW HAMPSHIRE
County of <u>Rockingham</u>		
On the day of his/her capacity as executed this Memorandum/No of such LESSOR.	, 2005, personally ap of the I otice of Lease as their fr	ppeared before me,, in LESSOR named herein, and they acknowledge that they ree act and deed in such capacity and as the free act and de
		(Official notary signature)
		Printed Name:
		My commission expires:
		(SEAL)
	STATE OF M	AASSACHUSETTS
County of Worcester		
capacity as the of the	ne LESEEE named here	peared before me, in his in, and he acknowledged to me that he executed this I in such capacity and as the free act and deed of such
		(Official notary signature)
		Printed Name:
		My commission expires:
		(SEAL)





Subject to all permits and approvals from all governmental agencies having jurisdiction there over, Lessee may lease or license space at the Site and on the support structure(s) existing or to be developed on the Site to third parties for installation of transmission, receiving, or other types of equipment or facilities on such terms and conditions as Lessee, in its sole discretion, desires (a "Third Party Leases"), without the consent of Lessor; provided, however, that Lessee shall pay, as additional rent under this Lease, twenty percent (20_%) of all rentals net of all costs (property taxes, maintenance fees, utilities, and insurance) commencing with the second_tenant (herein "Collocation Fees"). Such payment shall be made after tenants under the Third Party leases have installed their equipment at the Communications Facilities and Lessee receives payment under the Third Party Leases.

Initials:	
Lessee: _	
Lessor:	







281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

il 28, 2005

Board of Mayor and Aldermen c/o Mr. Leo Bernier City Clerk City of Manchester One City Hall Plaza Manchester, NH 03101

RE: **8.58 ACRE LAND PURCHASE**

Dear Board of Mayor and Aldermen:

Please find attached a Purchase and Sale Agreement for the purchase of 8.58 acres of land located on Kimball Drive in Hooksett, New Hampshire that was approved by the Board of Water Commissioners on April 20, 2005, contingent upon review by the City Solicitor and approval of the BMA. The MWW is interested in purchasing this property adjacent to the Merrimack River as the future site of a second Water Treatment Plant that will be constructed to augment the existing Water Treatment Plant on Lake Massabesic. As the region's water demand approaches the safe yield capacity of Lake Massabesic, MWW will be required to utilize the Merrimack River to supplement the Massabesic water supply. The proposed property is ideally suited to siting such a treatment facility because of its access, commercial zoning, riverfront location and proximity to MWW's large diameter water mains.

Two recent appraisals of the property have been completed and are attached. The first appraisal by George Brooks that was prepared for the owners of the property, K.L.L.R.J., LLC (Palmisano family), and the second prepared by Crafts Appraisal Associates for the Manchester Water Works. The Brooks appraisal showed an estimated value of \$855,000 and the Crafts appraisal reflected an estimated value of \$400,000. The Board of Water Commissioners approved a negotiated sale price of \$600,000 and MWW funds are available for acquisition of the property.

In view of the scarcity of riverfront land and the ever-increasing value of property, the MWW is requesting that the BMA approve the purchase of this important property.

Sincerely,

Robert Beaurivage, P.E

Assistant Director

Attachment

cc: Thomas M. Bowen, P.E., Director

President

DONALD P. COUTURIER Clerk

JAMES W. CRAIG PATRICIA H. CORNELL RICHARD M. BUNKER LOUIS C. D'ALLESANDRO

HON, ROBERT A. BAINES Mayor

THOMAS M. BOWEN, P.E. Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is made and entered into as of this 22 day of April, 2005, by K.L.L.R.J., LLC of 16 Industrial Way, Salem, New Hampshire 03079 (hereinafter, the "Seller"), and the CITY OF MANCHESTER, NEW HAMPSHIRE, a municipal corporation, having a principal place of business at One City Hall Plaza, Manchester, County of Hillsborough, New Hampshire 03101, acting through its Water Department (hereinafter, the "Buyer"):

WITNESSETH

WHEREAS, the Seller is the owner of certain real property located on Kimball Drive, Hooksett, County of Merrimack, New Hampshire; and

WHEREAS, the Buyer has agreed to purchase certain real property located on Kimball Drive, Hooksett, County of Merrimack, New Hampshire

NOW, THEREFORE, in consideration of the mutual promises contained herein and upon and for the other good and valuable consideration described herein and for the purposes stated herein the parties hereto mutually agree and covenant, one to the other, as follows:

SECTION 1. CONVEYANCE BY SELLER. The Seller agrees to sell and convey to the Buyer upon the terms and conditions hereinafter stated, certain real property located on Kimball Drive, Hooksett, County of Merrimack, New Hampshire, more particularly described on Exhibit "A" attached hereto and made a part hereof, (hereinafter, the "Property"), together with all surface and subsurface rights appurtenant thereto

SECTION 2. DEED, STATE OF TITLE. Conveyance shall be made subject only to restrictions of record and applicable municipal regulations, if any. Conveyance shall be made by a <u>Warranty Deed</u> conveying a good and marketable title to the Property, free from all encumbrances except as aforesaid, and excepting also real estate taxes assessed upon the Property, which taxes shall be apportioned in the manner set forth below.

SECTION 3. PURCHASE PRICE/APPLICATION. The Buyer agrees to purchase the Property and to pay to the Seller) Six Hundred thousand dollars (\$600,000.00) (the "Purchase Price"), to be paid by check drawn from the Buyer's funds at the time of closing.

SECTION 4. DELIVERY OF PROPERTY. The Property shall be delivered by the Seller at the time of closing, free of the Sellers personal property and free of any exterior trash and debris.

SECTION 5. CLOSING. Unless another time and place shall be mutually agreed upon in writing, the conveyance of title and the payment of the Purchase Price pursuant to this Agreement shall take place at a location set by the Buyer on or before July 31, 2005 at a time set by the Buyer (such date being hereinafter called the "Closing Date"). The Seller shall be notified of the date and time of such closing by Buyer. Time is of the essence.

SECTION 6. TAXES, ASSESSMENTS, AND OTHER CHARGES. Real estate taxes assessed upon the Property shall be apportioned on the basis of the tax year during which said deed is delivered in such manner that the Seller shall pay or, allow to the Buyer as a credit against the Purchase Price that portion thereof that corresponds to the portion of said tax year that has expired by the date of closing and the Seller shall have no responsibility to the Buyer about the balance. The Seller shall pay or, allow to the Buyer as a credit against the Purchase Price, all other and Buyer shall be responsible to pay, taxes that are a lien upon the Property.

SECTION 7. SELLER'S TITLE. If the Seller for any reason be unable to give title and make conveyance as required by this Agreement, all payments made by the Buyer on account of the Purchase Price, if any, shall be refunded, and thereupon all obligations of either party hereto shall be terminated, the liability of the Seller in such event being hereby expressly limited to the making of such refund. Not-withstanding anything herein to the contrary, if there is a defect in title and the Seller is unable to give title as required by this Agreement as of the Closing Date and such defect is susceptible of being cured, the Closing Date may, upon consent of the Buyer, be extended for such period as is reasonably necessary for the Seller to cure the defect; provided, that the Seller shall promptly start and diligently proceed to cure such defect at the Seller's sole expense.

SECTION 8. BROKERS. The Seller and the Buyer warrant and represent each to the other that no real estate broker initiated or otherwise caused this transaction. Each party hereto agrees to indemnify the other against, and to hold harmless from, any liability for brokerage commissions or finders' fees in connection with the transaction contemplated hereby to the extent such liability shall be based upon arrangements or agreements made or claimed by third parties to have been made by or on behalf of the indemnifying party.

SECTION 9. CONTIGENCY. This agreement is contingent upon the Board of Mayor and Aldermen for the City of Manchester, New Hampshire approving the purchase of the Property. Should the Board of Mayor and Aldermen not approve the purchase of the Property this agreement shall be null and void at the election of the Buyer.

SECTION 10. ENTIRE AGREEMENT. This Agreement merges any and all understandings and agreements between the Buyer and the Seller with respect to the subject Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. If there shall be more than one Seller the agreements of the Seller hereunder shall be deemed to have been made jointly and severally.

SECTION 11. NOTICES. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed, by registered or certified mail, return receipt requested, or, if by other means such as hand delivery, when received by the other party at the address stated herein, or such other address as may hereafter by furnished to the other party by like notice. Notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the Property of the addressee if hand delivered or other than by mail, and in the case of mail, upon the depositing of the same in the United States mail as above stated (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

SECTION 12. SEPARABILITY CLAUSE. Any part, provision, representation or warranty of the Agreement that is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 13. GOVERNING LAW. This Agreement shall be construed and the obligations, rights, and remedies of the parties hereunder shall be determined according to the laws of the State of New Hampshire.

SECTION 14. ASSIGNMENT OF AGREEMENT. This Agreement cannot be assigned, pledged or hypothecated by Seller to a third party without the prior written consent of Buyer.

SECTION 15. WAIVER. The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of the Agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

SECTION 16. CAPTIONS. Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Witness:

Seller:

K.L.L.R.J., LLC

By MOCPROPERTIES, INC., MANAGER

James M. Palmisano

President

Witness:

Buyer:

CITY OF MANCHESTER, NEW HAMPSHIRE

C. Arthur Soucy, President

Board of Water Commissioners

Manchester Water Works

EXHIBIT A

Cartain real property situate in the Town of Hooksett, Merrimack County, New Hampshire, with the improvements thereon, if any, shown as Lots 37-11 and 37-12 on a Plan entitled "Boundary Plan, Hooksett Riverside Park, LLC, Hooksett, New Hampshire, prepared for Construction Planning & Management, Inc." by TFM dated February 12, 2004, recorded as Plan # 16781, said lots described as follows:

Lot 37-11: Commencing at a point on the northerly side of the lot on the southerly side of New Hampshire Route 3A at a New Hampshire Highway Department concrete bound at or near Station 9+00.20; thence

- 1. South 59° 09' 46" East, a distance of 390.04 feet along land now or formerly of the State of New Hampshire to a point; thence
- 2. North 86° 44° 51" East, a distance of 504.52 feet along said State of New Hampshire land to a point; thence
- 3. South 34° 41' 51" East, a distance of 307.07 feet along said land of the State of New Hampshire to a point at Kimball Drive; thence
- 4. North 88° 04' 15" West, a distance of 22.84 feet along said Kimball Drive to a point; thence
- 5. In a generally westerly direction along a curve to the left with a radius of 350.00 feet, a distance of 155.11 feet along Kimball Drive to a point; thence
- 6. South 66° 32' 12" West, a distance of 206.72 feet along Kimball Drive to a point; thence
- 7. In a generally southwesterly direction along a curve to the right with a radius of 2,150.00 feet, a distance of 216.78 feet along said Klimbell Drive to a point; thence
- 8. In a generally westerly direction along a curve to the right with a radius of 325.00 feet, a distance of 131.50 feet along said Kimball Drive to a point; thence
- 9. In a generally northwesterly direction along a curve to the right with a radius of 100.00 feet, a distance of 123.30 feet along Kimball Drive to a point; thence
- 10. In a generally northerly direction along a curve with a radius of 1,050.00 feet, a distance of 138.27 feet along Kimball Drive to a point: thence
- 11. North 06" 18' 35" West, a distance of 58.48 feet along Kimball Drive to a point; thence
- 12. In a generally north northwesterly direction along a curve to the left with a radius of 200,00 feet, a distance of 67.51 feet to a point; thence
- 13. North 25° 38' 55" West, a distance of 142.30 feet along Kimball Drive to a point; thence
- 14. In a generally northwesterly direction along a curve to the left with a radius of 175.00 feet, a distance of 136.00 feet, more or less to a point at the thread of an unnamed stream; thence

EXHIBIT A (cont.)

- 15. In a generally northwesterly direction along the thread of said unnamed stream, a distance of 120.00 feet, more or less, to a point at New Hampshire Route SA; thence
- 16. North 60° 12' 58" East, a distance of 88 feet, more or less, to the point of beginning.

Shown to contain 6.58 acres, more or less.

Also conveying with Lot 37-11, the land, if any snd to the extent it is appurtenant with said Lot 37-11, bounded by the 120-foot course (course 15 above) and the northerly side of Kimball Drive.

Also conveying to the center line of Kimball Drive insofar as said Lot 37-11 abuts Kimball Drive.

Lot 37-12: Commencing on the southerly side of Kimball Drive at the easterly point of the within conveyed lot, thence

- 1. North 88° 04' 15" West, a distance of 60.00 feet along Kimball Drive to a point; thence
- 2. In a generally westerly direction along a curve to the left with a radius of 300.00 feet, a distance of 132.96 feet to a point; thence
- 3. South 66" 32' 12" West, a distance of 206.72 feet along said Kimball Drive to a point; thence
- 4. In a generally southwesterly direction along a curve with a radius of 2,200.00 feet, a distance of 221.82 feet along Kimball Drive to a point; thence
- 5. Along a curve to the right with a radius of 375.00 feet, a distance of 151.74 feet along Kimball Drive to a point; thence
- 6. In a generally northwesterly direction along a curve to the right with a radius of 150.00 feet, a distance of 184.96 feet along Kimball Drive to a point; thence
- 7. In a generally northerly direction along a curve with a radius of 1,100.00 feet, a distance of 144.86 feet along Kimball Drive to a point; thence.
- 8. North 06° 18' 35" West, a distance of 58.48 feet along said Kimball Drive to a point at the thread of an unnamed stream and Tax Lot 37-13; thence
- 9. In a generally southerly direction along the thread of said unnamed stream, a distance of 495 feet, more or less, and along Tex Lot 37-13 to a point at the Merrimack River; thence
- 10. In a generally easterly and northeasterly direction along the Merrimack River, a distance of 825 feet, more or less, to a point at land now or formerly of the State of New Hampshire; thence
- 11. In a generally northwesterly direction 53 feet, more or less, to the point of beginning.

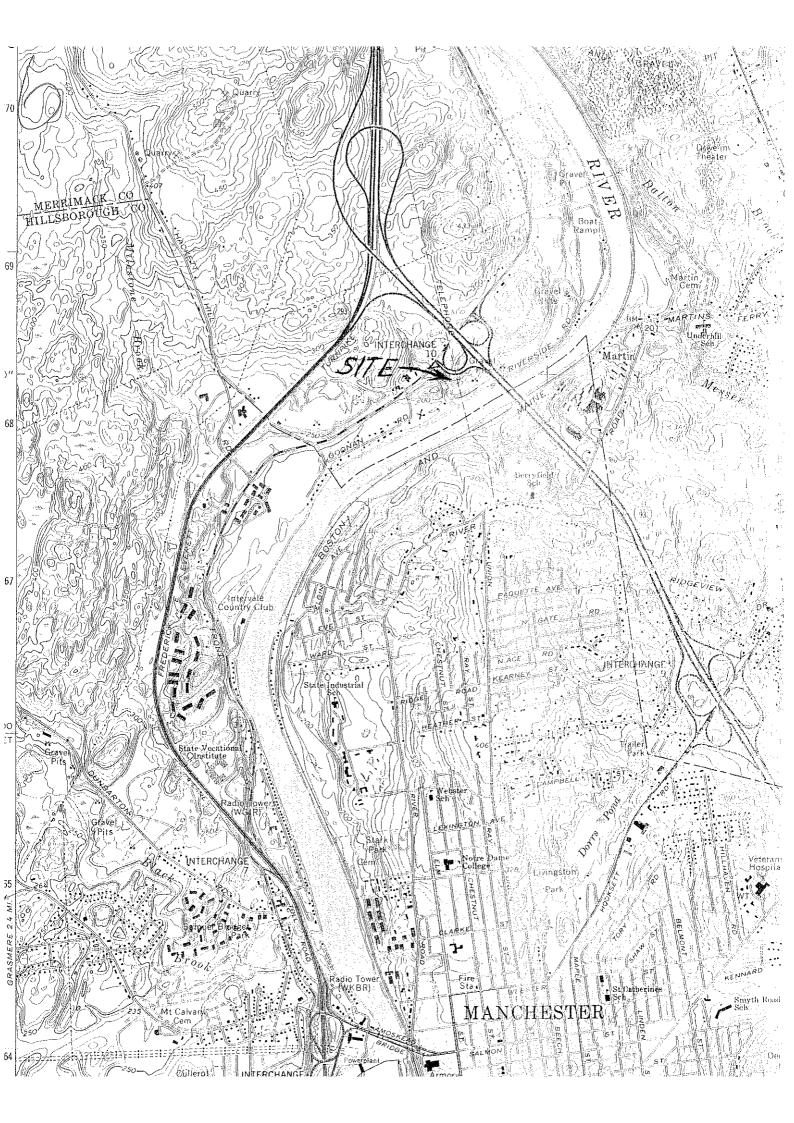
EXHIBIT A (cont.)

Shown to contain 2.0 acres, more or less.

Also conveying with Lot 37-12 the land, if any, between Kimball Drive and Tax Lot 37-13 (the Riverside Park Plaza property). SUBJECT TO SURVEY REVIEW AND APPOUND OF SAME BY SELLER.

Also conveying to the centerline of Kimball Drive to the extent said Lot 37-12 abuts Kimball Drive.

Subject to the encumbrances set forth in the deed from Colonial Village, Inc. to Seller dated November 1, 2004 and recorded in the Marrimack County Registry of Deeds, Book 2723, Page 231.



Crafts Appraisal Associates, Ltd. 4 Bell Hill Road • Bedford, NH 03110 • 603 472-2444 • Fax 603 472-9856

6

January 20, 2005

Thomas M. Bowen, P.E. Director and Chief Engineer Manchester Water Works 281 Lincoln Street Manchester, NH 03103-5093

RE:

COMPLETE APPRAISAL/SUMMARY REPORT OF 8.58± ACRES ON KIMBALL DRIVE HOOKSETT, NEW HAMPSHIRE OWNED BY K.L.L.R.J., LLC CAA PROJECT FILE NUMBER 60.0328

Dear Mr. Bowen.

I have inspected the above-captioned property in order to report my opinion of the Market Value of the fee simple interest as of January 20, 2005. The subject of this report consists of two lots identified on the Town of Hooksett Tax Map 37 as Lots 11 and 12. Both lots contain a total of 8.58± acres of which 3.5± acres is considered usable for purposes of this report.

This is a Summary Appraisal Report that is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report.

I hereby certify that I have inspected the subject property, that I have considered all factors that were pertinent to the value estimate, and that I have not knowingly or intentionally omitted any important data. I further certify that I have no present or contemplated future interest in the property, and that my professional fee is not dependent upon the value estimate.

Thomas M. Bowen, P.E. January 20, 2005 Page 2

> On the basis of my inspection, investigation, study and analysis, I am of the opinion that the subject's value is:

> > MARKET VALUE OF THE FEE SIMPLE INTEREST AS OF JANUARY 20, 2005. \$400,000

Respectfully submitted,

John M. Crafts, MAI Certified General Appraiser Nos. NHCG-1, MACG-581 & MECG-85

JMC/ljh

BROOKS
REAL*ESTATE*SERVICES...



June 7, 2004

Mr. James Palmisano Construction Planning & Management Inc. 16 Industrial Way Salem, NH 03079

RE: Real Estate Appraisal Report of the **Land Value Only** of the unimproved parcel of land in Hooksett, NH.

Our File: Kimball Drive

Dear Mr. Palmisano:

Pursuant to your request, I have inspected the subject property for the purpose of reporting to you my opinion of its market value as of June 7, 2004.

At your specific request, this is a **COMPLETE APPRAISAL/SUMMARY FORMAT.** There are going to be some departure provisions invoked and you should be aware of the limitations inherent in invoking departure provisions.

The specific departures invoked are as follows:

- 1-2(d) Consider whether an appraisal of fractional interest, physical segment, or partial holding contributes pro rata to the value of the whole, consider impact of physical segment contributes pro rata to the value of the whole;
- 1 2(e) Identify and consider the effect on value of F.F.&E.;
- 1 4(bi) Such comparable cost data are available to estimate the cost new of the improvements (if any);
- 1-4(bii) Such comparable data as are available to estimate the difference between cost new and the present worth of the improvements (accrued depreciation);
- 1 4(bv) Such comparable operating expense data as are available to estimate the operating expenses of the property being appraised;

Mr. James Palmisano June 7, 2004 Page Two

- 1-4(bvi) Such comparable data as are available to estimate rates of capitalization and/or rates of discount.
- 1-4(e) Consider and analyze the effect on value, if any, of the assemblage of the various estates of component parts of a property and refrain from estimating the value of the whole solely by adding together the individual values of the various estates or component parts.
- 1-4(h) Appraise proposed improvements on basis of plans and specs, estimated completion date of proposed improvements and supportive evidence for reasonable development costs, occupancy projections and anticipated earnings.

In conjunction with USPAP Regulation, this report is prepared in compliance with Standards Rule 1. I specifically reference Standards Rule 2-2 (c), adopted by the Appraisal Standards Board on 01/01/2004, with regard to the following format:

- (i) identify the real estate being appraised
- (ii) state the real property interest being appraised
- (iii) state the purpose and intended use of the appraisal
- (iv) state and reference a definition of value to be estimated
- (v) state the effective date of appraisal and the date of report
- (vi) describe the intent of the process of collecting, confirming and reporting data
- (vii) state all assumptions and limiting conditions that affect the analysis, opinions, and conclusions.
- (viii) state the appraisal procedures followed, state the value conclusion and reference the existence of specific file information in support of the conclusions
- (ix) state the appraiser's opinion of the highest and best use of the real estate, when such an opinion is necessary and appropriate
- (x) state the exclusion of any of the usual valuation approaches
- (xi) include a signed certification in accordance with Standards Rule 2-3.

The term "market value" is defined in "THE DICTIONARY OF REAL ESTATE APPRAISAL', Third Edition, published by the Appraisal Institute as "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, and knowledgeably and assuming the price is not affected

6

Mr. James Palmisano June 7, 2004 Page Three

by undue stimulus." Implicit in this definition is the consummation of a sale as a specific date and the title from seller to buyer under conditions whereby:

(I) buyer and seller are typically motivated;

(II) both parties are well informed or well advised, and acting in what they consider their best interests;

(III) a reasonable time is allowed for exposure in the open market;

(IV) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(V) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (USPAP 2004 Edition).

In conjunction with this limited/summary format, there will be limited discussion herein concerning the Town of Hooksett, and the discussions concerning the subject neighborhood, zoning and tax assessment analysis will be abbreviated. After due consideration to the above noted departure provisions, it is concluded that this specific methodology does not result in a misleading report.

I hereby certify that I have made an inspection of the subject property, that I have taken into consideration all factors which I felt were pertinent to this value estimate, and I have not intentionally omitted any important data.

I further certify that my professional appraisal fee is not dependent upon the market value estimate as developed herein.

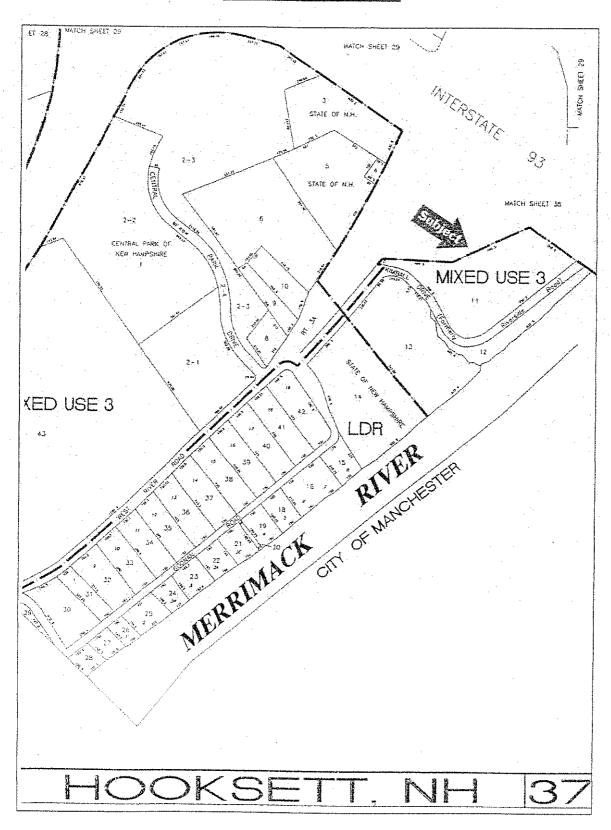
On the basis of my inspection, investigation, study and analysis, I am of the opinion that the "as is" market value of the subject property, June 7, 2004 is \$855,000.

Respectfully submitted,

\$eorge F. Brooks, III

GFB/jav

ZONING MAP TAX MAP 37, LOTS 11 & 12



Tity of Manchester New Hampshire



In the year Two Thousand and Five

An Ordinance

"Authorizing the Mayor to Dispose of Certain Tax Deeded Property Known as West Haven Road, Map 0922/Lot 0039-A."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. That in accordance with New Hampshire RSA 80:80, the Mayor is authorized to convey a parcel of tax-deeded property known as West Haven Road, City Map 0922/Lot0039-A in the City of Manchester to Dennis and Diane Traynor of 139 Mayflower Drive and Harold Bradley of 20 Robin Hill Road, subject to conditions set forth herein. A purchase and sales agreement shall be executed listing terms to include the City attaining approval of the subdivision of said property, approval of consolidation of property with abutters lots, and reimbursement of costs to the City by the purchasers at a cost not to exceed Three Thousand Dollars (\$3,000.00).

Said property was acquired by Tax Collector's Deed dated January 16, 1991 and recorded in the Hillsborough County Registry of Deeds on January 21, 1991, Book 5234, Page 1626. The Board of Assessors concurs that the above noted disposition reflects a reasonable value.

The Board finds just cause to sell such property to the abutter as said parcel is considered residual/unbuildable, serves no practical public purpose other than to the abutters, is presently a liability to the City as a waste disposal site, and sale of property to the abutters shall place the property on the tax roles.

II. This Ordinance shall remain in effect for a period of two years (2) from the date of passage.

February 1, 2005. In Board of Mayor and Aldermen. Passed to be Ordained under suspension of the rules.

Mayor

12. Disposition of West Haven Road, Map 922, Lot 39-A.

Deputy City Clerk Johnson stated Planning had recommended offering it to the abutters. Letters were sent to the abutters and Assessors provided a verbal report earlier. The Board of Assessors is here this evening. I don't know if you want to take some action.

Mr. Nichols stated I guess there is no report. I thought there was one in here.

Alderman Roy stated there are two letters in our packet received back in July from the two abutters or two of the three abutters looking to clean up this area of land that is used by the City. At this time I would like to make a motion that the property is sold to the two abutters or given to the two abutters because it is virtually value less.

Deputy City Clerk Johnson stated it needs to go to one or the other and be subdivided.

Chairman Thibault asked do you want to sell it through auction or sealed bid.

Alderman Roy answered I would like to sell it to the abutters. The Assessors came up with a plan of dividing it right down the property line out to the corner, which would divide the parcel equally between the two parties that have interest and sell it.

Chairman Thibault asked Tom can you put a price on it.

Mr. Nichols answered I can put a price on it but you won't get it until the next meeting.

Alderman Gatsas stated well somebody has offered \$500. One of the abutters.

Alderman Roy responded that was just to help out with costs. Kevin Sheppard may be able to touch upon this piece of land and some of the problems we have had in that area.

Mr. Sheppard stated I would add that it is excess property. I guess I interpreted the Assessors e-mail in here also that that was an offer for the property. The \$500 from one of the abutters.

Deputy City Clerk Johnson responded that was an old piece and he did come back and verbally state some other things at the last meeting.

Mr. Sheppard stated I remember at the last meeting or one of the previous meetings discussion was held that the Assessors would contact the abutters and see if each would be willing to take half of that property. I am not to sure whether both abutters have agreed to take half of that property so to say that we should give it to each of the abutters I guess we would have to make sure that each abutter is willing to take that.

Alderman Porter stated I think a logical approach might be to at least have the abutters, if they do accept it, pay for the subdivision and the recording. I don't think that would be unreasonable. Has that been offered Tom? What letter went to the abutters?

Mr. Nichols responded I don't know what letter is sent. I think what you just said is very important because the City is not in the business of subdividing land and giving one half to one person and the other to someone else. It is either you take the whole thing or nothing.

Alderman Porter asked could you get me a copy of what was sent.

Alderman Roy stated it is in your agenda package Alderman.

Deputy City Clerk Johnson stated maybe you just want to retable this and allow Mr. Tellier to follow through because he is the one who was working on this item as I understand it.

Chairman Thibault responded you want to let the Assessor follow through. Is that what you said?

Deputy City Clerk Johnson replied yes but also I guess it is my understanding that you are thinking that you would turn it over as long as they would pay subdivision costs so that could be what he goes back to them with.

Alderman Gatsas moved to table this item.

Alderman Gatsas withdrew his motion to table.

Alderman Roy stated this property has been in discussion in this Committee since May 20 of last year. It is an area where leaves get dumped, water gets backed up and goes into homes in Ward 1 and is a constant nuisance. We have had signage to keep people from dumping there. We have had Parks and the City Highway Department go and keep it clean but with it not in private hands it is a blight on that neighborhood. I have been asked to fight for this vigorously and I will ask my



7

colleagues to do the same. This property is virtually no value except to the two abutters that expressed interest back in July.

Alderman Osborne asked what are the costs involved going to be for just dividing it between the two abutters. What is the cost to the City?

Mr. Nichols answered there is a recording fee. I think the City Solicitor's Office can answer that or maybe Carol. They would have to record a split deed saying that so much of the property goes to this abutter and so much of the property goes to that abutter.

Alderman Osborne stated whatever costs are incurred should be paid by the two abutters so the City is left harmless of costs. True?

Alderman Roy responded I would gladly accept that in the form of a motion just to move it along.

Chairman Thibault stated why don't we ask Tom if he could send a letter to both of these people to see if they will buy it...\$500 you said.

Alderman Roy responded that was accomplished in July of this year.

Deputy City Clerk Johnson stated what he is trying to do...what was suggested was to divide the property in half between the two abutters. Steve Tellier was going to go back to those two abutters and see if they wanted to do that. He is not here tonight obviously so you don't have his report as to what happened when he recontacted those abutters. If you want to take an action to offer it to the two abutters having them pay the subdivision cost and have the property divided in half you can do that. We can submit that to the Board and in the meantime somebody can go...Steve or Tom can go back to the abutters and we can change it at the Board level.

Alderman Roy moved to offer the property to the two abutters with a subdivision provision and have them pay the cost for the subdivision. Alderman Osborne duly seconded the motion.

Alderman Porter asked, Kevin, would you anticipate that the cost to subdivide and record would exceed \$500.

Mr. Sheppard answered if we were to do it internally...well either way the cost to subdivide that parcel would be more than \$500. I believe that was one of the concerns.

4

Alderman Porter asked what would you estimate that it would cost. I am not going to hold you to the number.

Mr. Sheppard answered \$2,000 to \$3,000 if you were to go with a private surveyor.

Alderman Porter asked and if it is done internally.

Mr. Sheppard answered minimal costs. If we were to charge some time to it maybe \$1,000.

Chairman Thibault called for a vote. There being none opposed, the motion carried.







M A N C H E S T E R HOUSING AND REDEVELOPMENT CORPORATION

William B. Cashin
President

Marie E. Donohoe
Vice-President

George N. Copadis
Trustee

Fern G. Gelinas Trustee M. Mary Mongan Trustee

April 26, 2006

Alderman Henry R. Thibault, Chairman Lands and Building Committee City Hall One City Hall Plaza Manchester, NH 03101

RE: Disposition of French Hall

Dear Alderman Thibault:

On April 21, 2005 we were formally notified that Brooks Properties has decided not to go forward with the purchase of French Hall. They have indicated that potential tenants identified for the property are unwilling to commit within the time constraints required to move forward with the project and that Brooks has committed to other development opportunities in Derry and Hampstead, New Hampshire.

We will immediately contact CB Richard Ellis, our Real Estate Broker, to resume marketing efforts and will ask them to contact Herrington Catalog regarding their previous interest in the property. We will keep you advised as to the status.

Should you have any questions, please do not hesitate to call.

Sincerely,

MANCHESTER HOUSING AND REDEVELOPMENT CORPORATION

Dick Dunfey

Executive Director, MHRA

cc: Robert H. Baines, Mayor and Board of Aldermen Bill Craig, Esq. Jane Hills, Assistant Economic Development Director





CITY OF MANCHESTER Office of the City Clerk



Leo R. Bernier City Clerk

Carol A. Johnson Deputy City Clerk

Paula L-Kang Deputy Clerk Administrative Services

Matthew Normand Deputy Clerk Licensing & Facilities

Patricia Piecuch Deputy Clerk Financial Administration

MEMORANDUM

To:

Tom Arnold

Deputy City Solicitor

From:

Paula L-Kang ML-k

Deputy Clerk

Date:

April 28, 2005

Re:

Portsmouth Branch RR (Valley & Hayward Streets)

Enclosed please find a copy of a communication from Mr. Greg Grace relative to the above-referenced. It is my understanding that you are currently discussing this matter with appropriate departments for report back to the Committee on Lands and Buildings.

Enclosure



PMC A DIVISION OF ROCKBESTOS SURPRENANT CABLE CORPORATION
680 HAYWARD STREET, MANCHESTER, NH 03103 • (603) 622-3500
SPECIALIZING IN WIRE & CABLE FOR THE SENSOR INDUSTRY • FAX (603) 622-8149

Mr. Hank Thibault Chairman of the Lands and Buildings Committee c/o City Clerk 1 City Hall Plaza Manchester, NH 03103

Dear Mr. Thibault;

PMC Wire manufactures wire and cable products and is located in Ward 7 between Valley Street and Hayward Street and adjacent to Hoitt Furniture. PMC has about 90 full-time employees and relocated to this location about six years ago from Londonderry after significantly upgrading the facility (formerly the International Paper plant).

We have been working with Jane Hills from the Economic Development office over the past year in an effort to obtain truck access to the plant from Valley Street. It is our intention to eliminate the passage of semi-trucks through the residential neighborhood en-route to the plant by accessing Valley Street directly. We also intend to improve the landscaping and overall appearance of the facility along the street when constructing the truck entrance. However, access to the plant from Valley Street involves crossing the former Portsmouth Branch rail corridor. It is our intention to remove the steel rails and hazardous timber rail ties and install a naturalized walking trail with trees and landscaping when constructing the access across the rail bed.

Currently, a significant amount of litter blows across the road from the plaza and collects in this area. This garbage catches in and around the timbers, rail tracks, and scrub bushes and is difficult to keep clean. We believe our proposal would significantly improve the neighborhood and help establish a section of the proposed "rails-to-trails" project.

I attended a city government meeting in early January and understand that a policy regarding rail bed usage is being developed. I look forward to discussing this further with you and would be glad to provide any additional information you may require regarding this project.

RECEIVED

APK 27 2005

CITY CLERK'S OFFICE

Sincerely.

Vice President of Operations



CITY OF MANCHESTER Office of the City Clerk



Leo R. Bernier City Clerk

Carol A. Johnson Deputy City Clerk

Paula L-Kang Deputy Clerk Administrative Services

Matthew Normand Deputy Clerk Licensing & Facilities

Patricia Piecuch Deputy Clerk Financial Administration

MEMORANDUM

To:

Thomas Clark, Solicitor

Frank Thomas, Public Works Director

From:

Lisa Thibault, City Clerk's Office

Date:

April 19, 2005

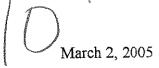
Subject:

Easement for 526 and 534 Douglas Street

At a meeting of the Committee on Lands and Buildings, held on April 18, 2005, the attached correspondence was referred to the Solicitor's Office and Public Works Department to come up with a draft easement for access across the railroad bed to 526 and 534 Douglas Street.

Please forward the draft easement to the City Clerk's Office at your earliest convenience so that we may include it on the Committee's next agenda. Thank you.

Attachment



Board of Mayor and Alderman c/o City Clerk's Office 1 City Hall Plaza Manchester, NH 03101

Gentlemen;

My name is Louis Nixon, and I am writing to you today on behalf of my clients, Carol Gosselin and Bonita Kershaw. They are the daughters of Irene Richardson, deceased and the former owner/resident of 534 Douglas St. in Manchester. I am a Real Estate Broker, and am working to help Carol and Bonita sell the home on Douglas St. that was left to them when their mother passed away. The home on Douglas St. is on the banks of the Piscataquog River about ¼ mile south of the end of Whittemore St., and has been there since 1901. Between the house and Douglas St. runs the old New Hampshire Central railroad bed, now owned by the City of Manchester and slated to be a recreation walking trail.

The issue which we are bringing before you is this. In the process of completing the Sale of this home, a title search has revealed that there does not appear to be any type of easement on record for access across the railroad bed to 534 Douglas St. or the neighbor at 526 Douglas St. Apparently New Hampshire Central Railroad or whomever the owner of record was did not record an easement. There is a short roadway from Douglas St. up to these two homes that the city maintains, but without an easement across the railroad bed the Buyer cannot get Title Insurance, and the property that has been there for 104 years cannot be transferred.

My clients are requesting that you, the Board of Mayor and Alderman or the appropriate committee, review this issue and grant the appropriate size easement for access to this property. There are several other homes in that area of Douglas St. that access their property across the old railroad bed, so there is some precedent in the area. Because my clients have a Sales Agreement in process and time is of the essence, they are respectfully requesting an expeditious determination by the Board and/or Committee.

Should you have questions or need more information please don't hesitate to contact me, either at 603-234-4018 or at 603-206-9818.

On behalf of my clients, thank you in advance for your prompt consideration and resolution of this issue.

Kind regards,

Louis Nixon

Carol Gosselin

Postelin Bonta /
Bonita Kershaw

RECEIVED

MAR 7 2005

CITY CLERK'S OFFICE

Know All Men By These Presents

THAT I, Jeannette G. Jolicoeur, of Manchester, Hillsborough County, New Hampshire,

GRANTOR.

for and in consideration of the sum of one dollar and other valuable considerations to hand, before the delivery hereof, well and truly paid by grantees hereafter named, do hereby grant, bargain, sell, and convey unto

A tract of land, with the buildings thereon, situate in said Manchester, bounded and described as follows, to wit:-

Beginning at a point on the west line of New Hampshire Central Railroad and the south line of land formerly owned by one Hosford; thence southerly by said railroad land about 157 feet to the south gate post as the southerly by sain railroad land about 10% feet to the south gate post as the fence now stends; thence westerly about 126 feet to the top of the bank of the Piscataquog River, the line running between two pines; thence northerly by the top of the bank of said river about 102 feet to the south line of said Hosford land; thence easterly by said Hosford land about 83 feet to the point of beginning.

Being the same premises conveyed to Jeannette G. Jolicoeur by Manchester Federal Savings and Loan Association by deed dated June 6, 1941, recorded in Volume 1017, Page 168 of the Hillsborough County Registry of Deeds





TO HAVE AND TO HOLD the said premises, with all privileges and appurtenances to the same belonging, to the said grantees, and the survivor of them, their heirs and assigns, to their use forever. And the said granter for himself and his heirs, executors, and administrators everenant that he is the owner of said premises, seized thereof in fee simple, with full power and authority to grant and convey the same in manner aforesaid, that the premises are free and clear from all encumbrances,

and that the grantor, his heirs, executors and administrators, shall warrant and defend the same to the said grantees and their heirs and assigns against the lawful claims and demands of all persons I, Donat Jolicoeur,

we are husband and wife, sud	-wife husband of the granter release
all right of dower, curtesy, homestead, and other	interest in said premises.

WITNESS .____ band seals this . Signed, scaled and delivered in the presence of

STATE OF NEW HAMPSHIRE, HILLSBOROUGH, SS.

August 28,

10 52.

Personally appeared Jeannette G. Jolicozur and Donat Jolicoeur

known to me to be the above named, and acknowledged the foregoing to be their deed. Before me,

HILLSBOROUGH SS: Received and recorded

Exemined by Zouef

4/18/05-Jabled

Alfano, Baroff & Kasten

Professional Association

Attorneys 105 FEB 16 A8 152

10 Commerce Park North ■ Suite 13B ■ Bedford ■ New Hampshire 03110 Phone: 603.647.4200 ■ Fax: 603.647.4664

Michael J. Kasten, Esq.

Direct Dial: 603.668.9330 mkasten@alfanobaroff.com

February 11, 2005

Board of Mayor and Alderman Attn. Committee on Lands and Buildings One City Hall Plaza Manchester, N.H. 03101

City of Manchester Office of City Clerk Attn. Tom Arnold, Esq. One City Hall Plaza Manchester, N.H. 03101

Re: Boundary Line Agreement Lot #37, Tax Map #506, West Shore Avenue, Manchester, N.H.

Dear Committee on Lands and Buildings and Tom,

I represent Steve and Anna Sacco, the owners of the above-referenced lot which abuts City owned property at the intersection of West Shore Avenue and Bodwell Road abutting Crystal Lake. The Saccos recently completed a survey of the property revealing an discrepancy in the boundary line between the Sacco's lot and the City's lot.

The Saccos and their engineer, Joseph Wichert, have met with Mr. Miccio of the Highway Department to discuss the boundary line issue and arrive at a plan.

Based on these discussions, we are proposing entering into a Boundary Line Agreement to place the boundary line at the location set forth on the attached plan.

I have enclosed the following materials:

- a. A Plan showing the area of discrepancy and the proposed Boundary Line.
- b. A proposed Boundary Line Agreement to be recorded in the Hillsborough County Registry of Deeds.

On behalf of the Saccos, I would greatly appreciate if the Committee could put this on its agenda at the next regularly scheduled meeting and inform us, through Tom Arnold, of your recommendation and decision.

Should you have any questions, please do not hesitate to call.

Sincerely,

Michael Kasten, Esq.

cc. Steve and Anna Sacco Joseph Wichert, L.L.S.

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made as of this ____ day of _____ 2005 by and between Stephen Sacco and Anna Sacco as owner of Tax Map 506 Lot 37 (as defined below) ("Lot 37 Owner"), and The City of Manchester as owner of Tax Map 815 Lot 2 (as defined below) ("Lot 2 Owner").

RECITALS

Whereas, the Owner of Lot 37 and the Owner of Lot 2 own adjoining land in the City of Manchester, Hillsborough County, New Hampshire;

Whereas, Lot 37 Owner acquired title to Lot 37 by virtue of a deed recorded in Book 5176, Page 1674 in the Hillsborough County Registry of Deeds (the "Registry");

Whereas, Lot 2 Owner acquired title to Lot 2 by virtue of a deed from recorded in Book 1017, Page 40 in the Registry;

Whereas, the boundary line between Lot 37 and Lot 2 is in dispute and cannot be located by reference to the data in the relevant deeds or on the ground by reason of the loss or obliteration of the monuments and boundaries named therein; and

Whereas, The Survey prepared by Joseph M. Wichert, LLS described herein, locates numerous bounds set in the area and although there are plans of the property on record, the existence of numerous bounds and the lack of detail on the prior plans results in the boundary line being in dispute; and

Whereas, Lot 37 Owner and Lot 2 Owner desire to settle the dispute and establish the precise boundary line in the manner provided in New Hampshire RSA 472.

NOW THEREFORE, the Owner and Lot 37 and the Owner of Lot 2 agree as follows:

1.	follows: Beginning at poin thence running S 18°23'56 10°33'25 E a distance of 9:	ot 37 where it abuts lot 2 shall be and run as at on the easterly line of West Shore Avenue 'E a distance of 41.26 feet to a point; thence S 5.00 feet to an iron rod; thence turning and stance of 62.83 feet to a point; thence turning on Plan of land entitled recorded as Plan # in the stry of Deeds.
2. place suitable so agreed up	The Owner of Lot 37 and the and permanent monuments on and as shown on the Bour	ne Owner of Lot 2 shall cause the Surveyor to at each end and at each angle of the boundary ndary Plan.
3. of the dispur	This Agreement shall conste regarding the boundary line	titute a full and final agreement and settlement between Lot 37 and Lot 2.
4. covenants, a	The City of Manchester grall property on the westerly significant.	ants to Stephen and Ann Sacco, with quitclaim de of the above described line.
5. covenants, a	Stephen and Ann Sacco grall property on the easterly sid	rant to the City of Manchester, with quitclaim le of the above described line.
WIT	TNESS our signatures this	day of, 2005.
Witness		Stephen Sacco
Witness		Ann Sacco
COUNTY	NEW HAMPSHIRE OF	
On the above-t their free a	this day of named Stephen Sacco and An ct and deed.	, 2005, then personally appeared before men Sacco, and acknowledged the foregoing to be
		Notary Public: My Commission Expires:

Witness	By:	
STATE OF NEW H COUNTY OF		
the above-named	, 2005, then personally appeared before, duly authorizedee act and deed on behalf of the City of	ore me _and
	Notary Public:	

City of Manchester



CITY OF MANCHESTER Office of the City Clerk

Lete with AV. De Mas + come back to make the Committee of a

> Leo R. Bernier W doo City Clerk park

Carol A. Johnson Deputy City Clerk

Paula L-Kang Deputy Clerk Administrative Services

Matthew Normand UNISOS -Deputy Clerk Licensing & Facilities Tabled

Patricia Piecuch Deputy Clerk Financial Administration

Memo To:

Kevin Sheppard, Deputy Director Public Works

Ronald Johnson, Deputy Director Parks, Recreation & Cemetery

Bob MacKenzie, Planning Director

From:

Valerie E. Fysh

Administrative Assistant

Date:

September 3, 2004

Re:

Request from Committee on Lands & Buildings

On July 27, 2004 the Committee requested that heads of any departments that could have input into the site selection for a dog park meet, in conjunction with the animal shelter, to determine the best and most feasible economic site within the city. At the meeting the committee discussed three sites, the landfill on Dunbarton Road, Straw Road, and West Mitchell Street.

The Committee had asked that the information be forwarded to them prior to their next meeting, however, that date is unknown at this time. We will notify you once the date has been determined.

I have enclosed a copy of the minutes as well as copies of three site maps from the meeting for your reference. Please contact me should you have any questions.

pc:

Frank Thomas

Landfill Site



City of Manchester Department of Highways

227 Maple Street Manchester, New Hampshire 03103-5596 (603) 624-6444 Fax # (603) 624-6487 Commission

Edward J. Belesk - Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

September 9, 2004

Land and Buildings Committee of the Honorable Board of Mayor and Aldermen CITY OF MANCHESTER One City Hall Plaza, Manchester, New Hampshire 03101

Re: Dog Park Site

Dear Committee Members:

I am writing in response to the Committee's request for input into the site selection for a dog park. Two of the sites warrant our comment:

- The first site is located off of Straw Road. We would not recommend this site for several reasons, including the site is utilized for material storage, the site does have areas of wetland and the access to the site is not desirable. Due to the limited storage capacity at our Dunbarton Road site, we will need to continue storing material at this location.
- The second site is the landfill and/or the small area of land to the west of the existing Animal Shelter. These areas would be acceptable subject to the areas being fenced and having a controlled access.

Although the park may potentially be located on land of the Highway Department, it is our assumption that all maintenance of the area will be done by a private group. I will be available should you have any questions pertaining to this matter.

Sinçerely,

Kevin A. Sheppard, P.E. Deputy Public Works Director

/cd

cc: Frank C. Thomas, P.E. Alderman Betsi DeVries

RECEIVED
SEP 13 2004
CITY CLERK'S OFFICE



Robert S. MacKenzie, AICP

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



November 10, 2004

Lands & Buildings Committee Honorable Board of Mayor and Aldermen City Hall One City Hall Plaza Manchester, New Hampshire 03101

re: Dog Park

Honorable Committee Members:

This is in regards to the search for a suitable location for a dog park. Of the sites that have been mentioned, it would be our opinion that the landfill area would be the most suitable location.

If you have any questions, I will be available at your next meeting.

Sincerely,

Robert S. MacKenzie, AICP

Director of Planning



Robert S. MacKenzie, AICP Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

November 8, 2004

Lands and Buildings Committee City Hall Manchester, NH 03101

Re: Blacksmith Shop on Second Street

Honorable Committee Members:

A For Manchester group has been interested in acquiring the Blacksmith Shop on Second Street for preservation. It has requested funding for this acquisition from the SEPP (Supplemental Environmental Protection Program) which is funded from sewer use fees. The acquisition cost would be between \$250,000 and \$300,000.

In my opinion, the property is worth considering for acquisition. It is located on Bass Island, which is in a "Regulatory Floodway", it is a historic building and it is located across from a City park – Bass Island Park. There are, however, three issues which would have to be resolved.

- 1) Eligibility for SEPP Funding. One of the main purposes of the SEPP agreement was for land conservation. It should be determined whether this parcel which contains a building would be consistent with the SEPP program. The SEPP Committee would make this determination (this committee also includes representatives of the EPA and State DES, the City's two partners in the overall CSO/SEPP agreement)
- 2) Funding Amount. The SEPP committee has committed \$100,000 for land protection on Bass Island. The committee in conjunction with the City's EPD would have to determine whether there are adequate funds to cover the cost of acquisition.
- 3) Ownership entity. There should be a review of the proper ownership of the property. This would include a determination of an adequate maintenance plan with budget and proper use plan. This would be consistent with the ownership and management of the Hackett Hill preserve which was acquired with SEPP funds.

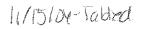
I am seeking the Board's concurrence with this approach.

Robert S. MacKenzie Director of Planning

Sincerely

C: Mayor Robert A. Baines Thomas Clark, Esq. Thomas Seigel Jane Beaulieu

> One City Hall Plaza, Manchester, New Hampshire 03101 Phone: (603) 624-6450 FAX: (603) 624-6529 E-mail: planning@ci.manchester.nh.us www.ci.manchester.nh.us





Robert S. MacKenzie, AICP

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to
Planning Board
Zoning Board of Adjustment
Heritage Commission
Millyard Design Review Committee

October 10, 2002

To Whom It May Concern:

This is regarding the application for funding under the LCHIP program for Bass Island. This island rests strategically at the confluence of the Piscataquog and Merrimack Rivers and is significant historically, as a natural resource and as an urban green space within a highly urbanized area.

The island is a historic location from both the time of the native american indians to the urban development of the City. The blacksmith shop is a surprising remnant of a past economy. The island is also located within a regulatory floodway and if returned primarily to a natural state will help prevent downstream flooding. As a green space it expands upon the existing Bass Island Park across the street and provides access to both branches of the Piscataquog River and has relatively short distance to the Merrimack River.

The site is recommended for park expansion in the City's "Riverfront Development Plan completed in 1999 and is recognized in the recently released "Gateway Corridor and Civic Center Area" Plan.

This letter is to provide our department's strong support for the application.

Sincerako

Rlobert S. MacKenzie, AICP

Director of Planning & Community Development

11/15/04- Jabard

Preservation

Not An Option......A Responsibility.

Civic Engagement: Create full opportunity for citizens, businesses, and communities to participate in and influence the natural resource, environmental and economic decisions that affect them.

Source: President's Council on Sustainable Development

Print Date: 10/01/2002 14:29	2017 MANCHESTER, NH VISION	de Assessed Value	706,900 Total: 218,600 Total: This signature acknowledges a visit by a Data Collector or Assessor APPRAISED VALUE SUMMARY	(((206,87 <u>±</u>	206,87 206,87 Cost/Market Valuatio	206,87	FHISTORY Purpose/Result Other Meas & Int Insp.	1.90 Land Value 206,87	'alue 206,8'
Print Date.	Assessed Value	206,900 S. (HISTORY) Talue Yr. Code 217,800	visit by a Data (100 mm	VISTIVCHANGE HISTORY	Adj. Unit Price	Total Land Value
1		Total 206,875 206,900 PREVIOUS ASSESSMENTS (HISTORY	Total: 218,600 Total: re acknowledges a visit by a Data Colle APPRAISED VALUE SUMMARY	(Card) ne (Bldg) ne (Bldg) (Bldg)	Value 1 Value	arcel Value	VIX. Date 5/2/2000 1/11/1991	Notes- Adj. Special Pricing CL (WF8) Notes:	1
1 of	CURRENT ASSESSMENT Code Appraised Value 3900 206,875	al 200 TOUS ASSE 1991 3830 1991 3830	rature ackno	Appraised Bldg. Value (Card) Appraised XF (B) Value (Bldg) Appraised OB (L) Value (Bldg) Appraised Land Value (Bldg) Special Land Value	Total Appraised Card Value Total Appraised Parcel Value Valuation Method:	Net Total Appraised Parcel Value	Comments	1.00 SPCL(WF8)Notes:	
Card	CURRENT 3900 3900	Total PREVIOUS		Appraise Appraise Appraise Appraise Special L	Total Ap Total Ap Valuatio	Net Total	Com	631 1.00 S	2.00 AC
Bldg#: 1	Description	3900 3900	Total: Comm. Int.				Date Comp.	1.00 1.00	2.0
Some converse of the second se		CE V.C. 77.	MENTS Amount				e % Comp.		ınd Area:
6		SALEPRI	OTHER ASSESSMENTS on Number A				Insp. Date	Unit Price 1.90	Parcel Total Land Area:
D: TPK3//	TTLITIES STRT.ROAD	GIS ID: BK-VOL.PAGE SALE DATE q'ul wi SALE PRICE V.C. 0	OTH.				BUILDING PERMIT RECORD ption Amount	SF	2.00 AC
MAP ID: Other ID:	OTTLITIES STRI All Public Pave SUPPLEMENTA SUPPLEMENTA 13428184 RAA NO Old NO Ske ST120 Lar No Lar No Lar No Lar No Lar No Lar No Part No Part	F SALEL	Code	TES			LDING PER	Units 87,120.00	The state of the s
	1 Level 1 I.Suitable 1 ISuitable Account # Land Adjust Voided Total SF Zone Frontage/Dep	GIS ID: BK-VOLPA	Amount	NOTES			BUI Description	itage Depith	Total Card Land Units
	nii) Ydyre			Total:				Zone D Frontage	Total C
OND ST	OWNER 714	WNERSHIP	EXEMPTIONS Type/Description				Type		
on: 310 SEC	CURRENT JAMES S , NH 03275-1 ers:	RECORD OF OWNERSHIP ELL, JAMES S	EX Type/D		ND FOR SALE RD		Issue Date	DEVEL LAND	
Property Location: 310 SECOND ST Vision ID: 30610	CURRENT OWNER MCDOWELL, JAMES S 66 MAIN ST ALLENSTOWN, NH 03275-1714 Additional Owners:	RECORD O	Year		VACANT LAND FIREWOOD FOR SALE \$160 PER CORD		Permit ID	B# Use Code 3900	

ty Location: 344 SECOND ST		
on:	SECOND ST	
	OH:	

MAP ID: TPK3//0061//

Land Value 63,125 125,725 63,125 Income Valuation 600 6,000 63,125 115,125 45,400 This signature acknowledges a visit by a Data Collector or Assessor MANCHESTER, NH Assessed Value Print Date: 10/01/2002 14:29 Meas & Int Insp. Meas/Int Estimate Meas & Int Insp. Purpose/Result VISIT/CHANGE HISTORY APPRAISED VALUE SUMMARY Total Land Value Adj. Unit Price Total. Code858 63,100 56,600 6,000 PREVIOUS ASSESSMENTS (HISTORY Assessed Value 104,700 27,800 SEB Assessed Value Adj. Notes-Adj/Special Pricing
1.00SPCL(WF8)Notes: Vet Total Appraised Parcel Value Appraised Bldg. Value (Card)
Appraised XF (B) Value (Bldg)
Appraised OB (L) Value (Bldg)
Appraised Land Value (Bldg)
Special Land Value Date 2/27/2001 5/2/2000 1/11/1991 Total Appraised Card Value Total Appraised Parcel Value Valuation Method: 63,125 56,600 6,000 125,725 Appraised Value CURRENT ASSESSMENT 63,1001991 3220 65,6001991 3220 6,000 Total: Jo Comments Total 125,700 Card3160 3160 3160 Assessed Value 13,562 SF
 I. Factor
 S.I.
 C. Factor
 Nbhd.

 1.00
 1
 1.00
 631
 Comm. Int. Date Comp. COM LAND COMMERC. COMMERC. Bldg #: Yr. Code 2001 3160 2001 3160 2001 3160 Total: LAND LINE VALUATION SECTION Amount % Comp. OTHER ASSESSMENTS BK-VOLPAGE | SALE DATE |qu | vî | SALE PRICE IC. Parcel Total Land Area: UTILITIES STRI'ROAD LOCATION RAD OR CAD **RAD** = 590 Old LUC Sketch Note Land Class C Parcel Zip 03102-4819 C 03102-4819 Insp. Date Number Urban Jnit Price 5 Curb & Gutte SUPPLEMENTAL DATA CITY IS PURCHASING PER BUILDING PERMIT RECORD 6 Sidewalk Amount Description 1 Paved 13,562.00 SF SF Units 13,562.00 Other ID: NOTES CORP.-668-7770 All Public 4322464 OWNER NO 13562 CodeŽ Total Card Land Units Description Depth Account # Land Adjust Voided rontage/Dep Toro Suitable Amount otal SF Level GIS ID: D Frontage one Total: Zone EXEMPTIONS RECORD OF OWNERSHIP TypeType/Description CURRENTOWNER Description COMM WHSE FOR SALE-GLOBAL COMM H.E. NETSCH AND SONS DBA= BLACKSMITHING 100 STEWART ST MANCHESTER, NH 03102 Issue Date WHSE/STORAGE Additional Owners: NETSCH, CARL H VACANT BLDG VETSCH, CARL H Vision ID: 30611 B# Use Code 1 3160 Permit ID Year

Print Date: 10/01/2002 14 32 20 SKETCH 25 5,1 fo 30 30 CardBAS SLB FST 51 Bldg #: 27 BAS 113,448 104,601 Undeprec. Value Apr. Value Factor CONDO/MOBILE HOME DATA AVERAGE WOOD FRAME AVERAGE OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B) COSTMARKET VALUATION Commercial Data Elements

Cd. Ch. Descr NONE AVERAGE 29.49 113,448 1930 (AV) 1941 60 Description %Cnd 38.00 1.00795 0.77 29.49 11.80 0.00 200 3,847 Bldg Val: 45,400 Unit Cost Other ID: 40 Dp Rt BUILDING SUB-AREA SUMMARY SECTION 3,547 CodeArea 422 *tce Yr.* 16.00 1935 8.00 1941 00700 Econ Obsine Speci. Cond. Code Speci Cond % Overall % Cond. Deprec. Bldg Value Ceiling/Wall Rooms/Prtns % Common Wall Wall Height Number of Levels Ownership Adj. Base Rate Bldg. Value New Year Built Eff. Year Built Nrmi Physel Dep Funcnl Obsinc Heat & AC Frame Type Baths/Plumbing Jnadj. Base Rate Jumber of Units Size Ádj. Factor Frade (Q) Index Complex Ploor Adj Jnit Location CONSTRUCTION DETAIL Element Living Area Gross Area 3,547 3,547 0 750 0 2,907 Unit Price 7,204 lement 3,547 Units 750 200 Percentage 100 Description L/B L Warehouse Commercial 1% Oil Hot Air-no Duc Gable/Hip Rolled Compos Vall Brd/Wood Joner-Finished Zero Bedrooms Zero Bathrms Selow Average Jappoard Story MIXED USE Description Description GARAGE-AVE MEZZANINE-UNF Til. Gross Liv/Lease Area Ü First Floor Utility, Finished Stab COMM WHSE G Vision ID: 30611 Roof Structure Roof Cover exterior Wall 1 Interior Floor 1 Heating Fuel Heating Type AC Type nterior Wall 1 Bath Type Kitchen Style lotal Rooms Element Style/ Type Model Bedrooms Bathrooms **Jecupaney** FGR1 MEZI CodeBAS FST SLB Code 3160 Stories Grade

MAP ID: TPK3//0061//

Property Location: 344 SECOND ST



140 WEST MERRIMACK STREET, PO BOX 992, MANCHESTER, NH 03105-0992

UNIQUE COMMERCIAL & RESIDENTIAL PROJECTS

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

WEB PAGE: www.meehanarchitects.com

E-MAIL: meehanar@nh.ultranet.com

FAX: 603-668-2739 TEL: 603-668-6802

October 10, 2002

Jane Beaulieu For Manchester 793 Somerville Street Manchester, NH 03103

Re: Bass Island Project

Dear Jane,

This letter is intended to document my visual impressions of the Netsch Blacksmithing Building on Bass Island in Manchester, NH.

On Tuesday October 8, 2002 I toured the building both inside and out, viewed your conceptual sketches, and discussed your ideas for the building's future.

The exterior of the building on the Second Street side is in reasonably good condition except that the doors and windows may require replacement or upgrade. The condition of the remainder of the exterior varies, with the wing adjacent to the river needing the most attention.

The main central interior area of the building possesses high ceilings with wood trusses, a slab on grade which appears to be in good shape and probably is salvageable.

The wing to the north possesses a second story office space over a portion of the first floor, high ceilings and large sliding doors at the front and rear walls. This space is also in reasonably good shape.

The rear wing needs some work to improve it's appearance and structural integrity but probably could be salvaged.

The river side wing is in need of total replacement or major reconstruction. The walls are being braced by cables and the slab has a major crack and has moved toward the river.

I would recommend that a Structural Engineer be retained to do a closer inspection of the roof, walls and floors.



Please call me if you have any further questions regarding this report.

Sincerely,

MEEHAN ARCHITECTS, P.A.

Gary Meehan, AIA President

GM/kmf

City of Manchester Policy Regarding Private Sector Use of the Former Portsmouth Branch Railroad Line Right-of-Way

11/15+16

- 1. BECAUSE the conveyance deed which transferred the former Portsmouth Branch Line right-of-way from the State of New Hampshire to the City of Manchester requires that the City of Manchester "shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public", and
- 2. BECAUSE that same deed requires that "Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to the Section 106 historic review process"; and
- 3. BECAUSE that same deed requires that the "City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor"; and
- 4. BECAUSE that same deed reserves to the State of New Hampshire "a transportation easement, 30 feet in width, crossing all the [parcels associated with the former Portsmouth Branch Line ROW] for any mode of public travel. . . . ", and
- 5. BECAUSE any application by the City for state and federal Section 106 historic review which would be necessitated by any alteration to the former Portsmouth Branch railroad corridor would represent a significant time and monetary expense to the City;
- 6. It is CONSEQUENTLY the policy of the City of Manchester to

PROMOTE the development of authorized public recreational uses along the former Portsmouth Branch railroad corridor; and, in order to satisfactorily ensure this end,

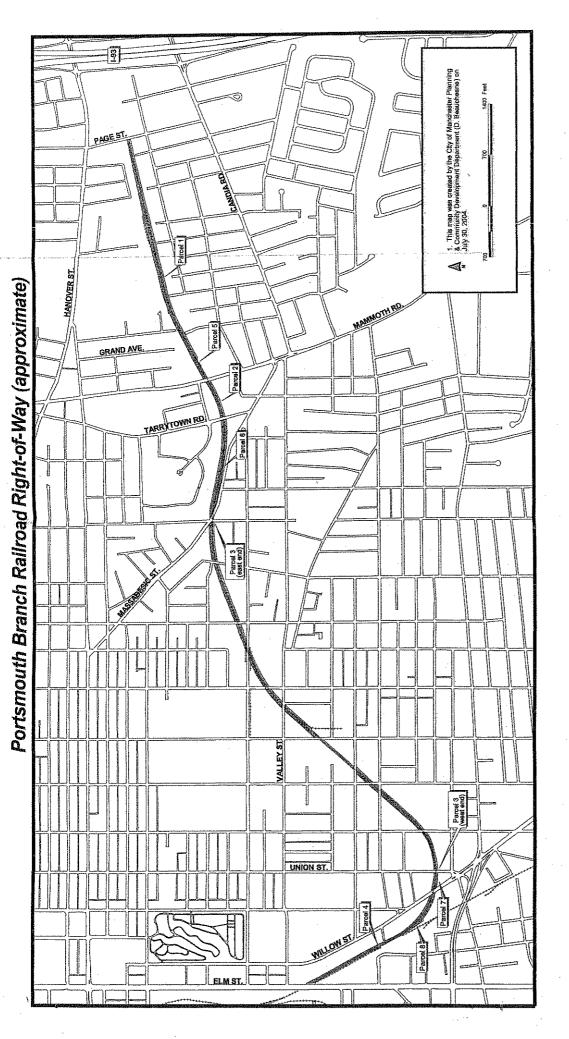
DISCOURAGE private sector uses on any portion of the former Portsmouth Branch railroad corridor.

- 7. In any exceptional case where the City is considering the authorization of private sector use of any portion of the former Portsmouth Branch railroad corridor, it is also the policy of the City of Manchester to ensure the following:
 - (a) That any terrain alteration activities will be strictly limited to removal of steel rails and wooden ballast works, the installation of recreational trails, and/or installation of a loam and grass seed cover and similar landscaping and that any such activity and work will be carried out under the supervision, and to the satisfaction, of the Parks, Recreation and Cemetery Department;
 - (b) That all approved terrain alteration, recreational trail installation, and/or loam and grass seeding activity will be carried out and paid for by the authorized private sector entity;
 - (c) That no structure or object, including fencing, not related to recreational trail usage will be constructed or placed within any portion of the former Portsmouth Branch railroad corridor;
 - (d) That the general public will retain continual freedom of movement over the entire area of the Portsmouth Branch railroad corridor;

14/15 +16

- (e) That no use will be authorized if its current or future purpose is to satisfy, or aid in satisfying for any private sector person or entity, any zoning ordinance, site plan or subdivision requirement, or any other municipal ordinance or regulation;
- (f) That no use will be authorized if any activity associated with that use would sufficiently alter the former Portsmouth Branch railroad corridor in such as way as to necessitate any state or federal evaluation under the Section 106 historic review process;
- (g) That any and all uses permitted by the City shall be by written revocable license;
- (h) That any and all issued licenses shall contain a provision which will allow it to be revocable by the City, in its sole discretion at any time for any reason. Upon revocation the private person or entity shall return Portsmouth Branch corridor to its original condition or to such condition as the Parks, Recreation and Cemeteries Department shall-direct agree; and
- (i) That any issued license may contain any provision deemed reasonable by the City Solicitor to carry out the intent of this policy or for any other purpose.

14,15+16



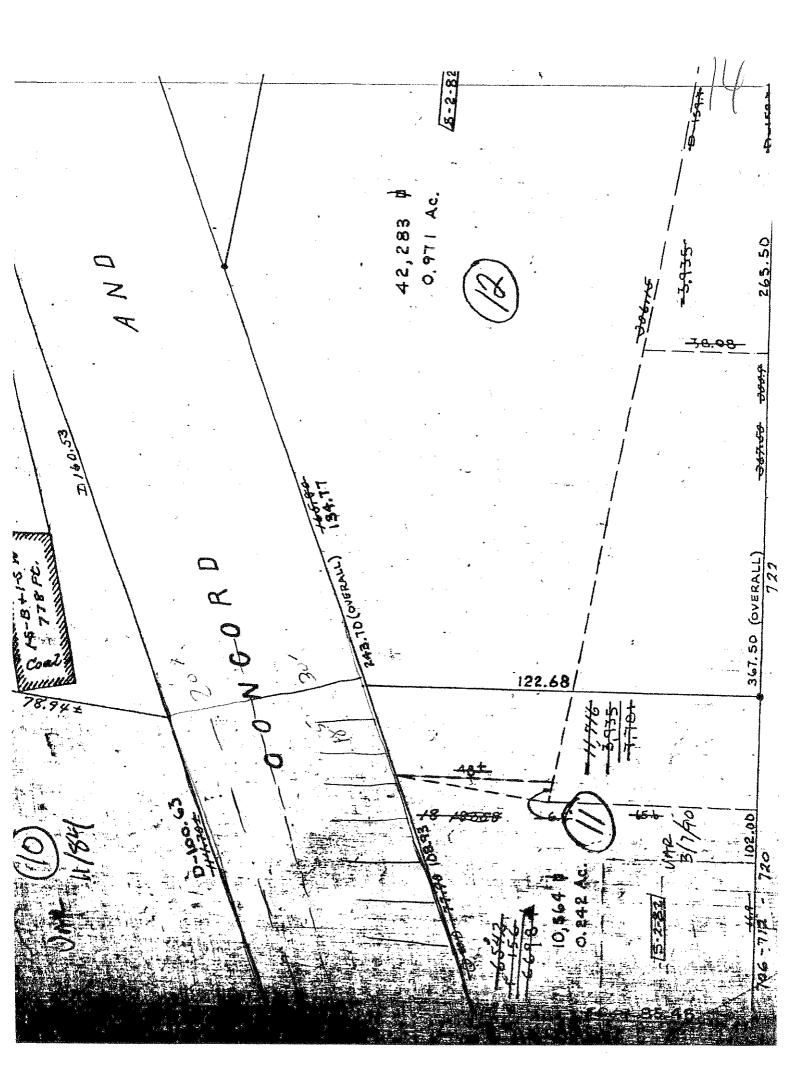
To the Honorable Board of Mayor and Alderman of the City of Manchester: Lands & Buildings Committee

I am writing you today to request a meeting to acquire property previously owned by Boston & Maine Railroad Co., now owned by The State of New Hampshire. Said property is located at Belmont Street with Valley St. as a cross street on the southwest and Grove St. on the Northeast. It is located on map #128.

The reason for this request is that I own Property & Business located at 706 to 722 Valley Street, said property is behind my business known as Luigi's Pizza Bar & Grille. I would like to clean up old railroad tracks and use it as additional parking. I understand that said property is to be used as a Bike trail. Property's width is approximately 50 feet 20 feet should be adequate for bike trail the remaining 30 feet is what I would like to redevelop and use as additional parking. Enclosed is a rough drawing for the redevelopment and use of property.

I look forward to meeting with you to discuss this matter further. Thank You!!

Dated at the City of Manchester, New Hampshire this ______day of September 2003.



KNOW ALL MEN BY THESE PRESENTS

THAT, The State of New Hampshire, whose mailing address is the Department of Transportation, 1 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483, pursuant to RSA 4:40 and RSA 228:67, for considerations paid to it in hand before the delivery hereof, well and truly paid by the City of Manchester, a municipal corporation, whose mailing address is 1 City Hall Plaza, Manchester, NH 03101-2097, has remised, released and forever QUITCLAIMED, and by these presents, does remise, release and forever quitclaim unto said City of Manchester, its successors, and assigns forever:

Any and all interest the State of New Hampshire has in a portion of the abandoned Portsmouth Branch railroad corridor, including all stations, buildings, bridges, structures, crossings, culverts and improvements thereon and including all appurtenances thereto and formerly owned by the Boston and Maine Corporation, the Elliot Hospital of the City of Manchester, 67 Willow Street Realty, L.L.C., and the Flying Horse Realty, Inc., located in the City of Manchester, bounded and described as follows:

Parcel 1:

Beginning at a point designated as Engineering Station 1967+70+/- located on the westerly sideline of Page Street as shown on Railroad Valuation Plan V28NH, Map 38; thence running generally in a westerly direction to a point designated as Engineering Station 1997+50+/- as shown on Railroad Valuation Plan V28NH, Map 39.

Parcel 2:

Beginning at a point designated as Engineering Station 2002+90+/- located on the westerly sideline of Mammoth Road as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2008+05+/- at the easterly sideline of Hall Road as shown on Railroad Valuation Plan V28NH, Map 39.

Parcel 3:

Beginning at a point designated as Engineering Station 2021+70+/- located on the westerly sideline of Massabesic Street as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2080+80+/- at the easterly sideline of Union Street as shown on Railroad Valuation Plan V28NH, Map 41.

Parcel 4:

Beginning at a point designated as Engineering Station 2094+12+/- as shown on Railroad Valuation Plan V28NH, Map 41; thence running generally in a northwesterly direction to a point designated as Engineering Station 2104+28+/- at the easterly sideline of Elm Street as shown on Railroad Valuation Plan V28NH, Map 41.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Boston and Maine Corporation by a deed recorded in the Hillsborough County Registry of Deed in Book 6200, Pages 40 - 48 on January 11, 2000, said parcels containing an area of 12.45 acres, more or less.

Parcel 5:

Beginning at a point designated as Engineering Station 1997+50+/- as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2002+44+/- located on the easterly sideline of Mammoth Road as shown on Railroad Valuation Plan V28NH, Map 39.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Boston and Maine Corporation by a deed recorded in the Hillsborough County Registry of Deed in Book 5719, Pages 215 - 221 on May 21, 1996, said parcel containing an area of 0.66 acres, more or less.

Parcel 6:

Beginning at a point designated as Engineering Station 2008+61+/- located on the westerly sideline of Hall Street as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2021+76+/- at the easterly sideline of Massabesic Street as shown on Railroad Valuation Plan V28NH, Map 39.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Elliot Hospital of the City of Manchester by an easement recorded in the Hillsborough County Registry of Deed in Book 5645, Pages 1085 - 1087 on August 1, 1995, said parcel containing an area of 0.60 acres, more or less.

Parcel 7:

Beginning at a point designated as Engineering Station 2081+13+/- located on the westerly sideline of Union Street as shown on Railroad Valuation Plan V28NH, Map 41; thence running generally in a westerly direction to a point designated as Engineering Station 2083+33+/- at the easterly sideline of Willow Street as shown on Railroad Valuation Plan V28NH, Map 41.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the 67 Willow Street Realty, L.L.C. by an easement recorded in the Hillsborough County Registry of Deed in Book 6513, Pages 131 - 132 on October 30, 2001, said parcel containing an area of 0.15 acres, more or less.

Parcel 8:

Beginning at the southerly most point of said premises, at an iron pin with cap to be set: thence along a curve westerly along said parcel with a radius of 962 57 feet, a distance of 470.56 feet to a point; thence N8°25'43"W a distance of 108.31 feet to a point; thence along a curve southeasterly with a radius of 932.57 feet to a point on Willow Street in Manchester, New Hampshire; thence \$13°52'44" east a distance of 45.99 feet to the point of beginning, as shown on plan entitled "Easement Plan of Land prepared for Flying Horse Realty Inc., in Manchester, NH, scale 1" = 40", Date: January 11, 2000", prepared by Duval Survey, Inc., 14 Dartmouth Street, Hooksett, NH 03103, and recorded in the Hillsborough County Registry of Deeds as Plan No. 30334.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Flying Horse Realty; Inc., by an easement recorded in the Hillsborough County Registry of Deed in Book 6208, Pages 26 - 27 on February 9, 2000, said parcel containing an area of 0.34 acres, more or less.

As a further condition of this instrument, the City of Manchester agrees to the following:

- 1.) The City of Manchester shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public.
- 2.) Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to the Section 106 historic review process.
- 3.) The City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor.

Excepting and Reserving, to the State of New Hampshire by or through its Department of Transportation of any successor agency, a transportation easement, 30 feet in width, crossing all the above-described parcels for any mode of public travel, including, but not limited to, vehicular, railroad, bus, or other form of mass transit, pedestrian, bicycle, snowmobile (not including motorcycles) or other form of recreational travel.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging to the City of Manchester, its successors and assigns forever.

IN WITNESS WHEREOF, The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of the New Hampshire Department of Transportation, duly authorized and executed this Again day of Accorder, 20 61.

Signed, Sealed and Delivered in the presence of

lione Hartford

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Commissioner

THE STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this 14th day of <u>Necember</u>, 20 01, before me, <u>Nane Hartford</u> the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DIANE L. HARTFORD - Notary Public -My Commission English Joby 31 2004 NOTARY PUBLIC

Approved by New Hampshire Council on Resources and Development on July 14, 2000. Approved by Long Range Capital Planning and Utilization Committee on August 22, 2001. Approved by Governor and Executive Council on October 10, 2001, Item # 146.

To:

Committee on Lands and Buildings

Date:

From: Board of Assessors December 15, 2004

Re:

Map 129

Owner- Litsas LLC- Peter Kostakis

Request to Purchase Property or Lease/License Property

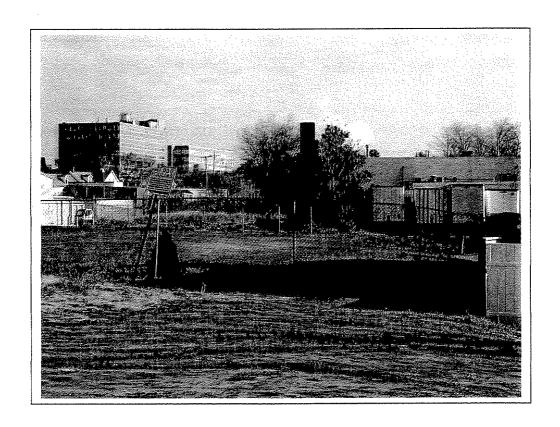
The Assessors have completed an analysis of the estimated market value of the above referenced property. An analysis of the available assessing records has been completed. A review of sales of excess B & M railroad tract land has also been completed. The following is a summary of important facts, and the value estimate:

Property Location	Land is located Valley and Belmont St. in back of Luigi's Pizza
Assessors Map/Lot	Map 129 Lot is not assigned
Property Owner	City of Manchester, NH
Deed Book/Page	Deeded 1/10/02 Book 6561 Page 1308
Date Acquired	Jan 11, 2002
Improved/Vacant	Vacant
Total Land Area	6,621
Current Zoning	RDV Which means Any permitted use
Easements/Restrictions	Railroad
Utilities Available	All
Total Current	\$0
Assessment	
Indicated Range of	\$4.00 per foot
Value/Unit	
Indicated Range of	\$26,484
Value	
Comments	We are using \$4.00 per sq. ft, which is what B & M is selling
	land to individuals that purchase land in areas like this one.

Respectfully submitted by the Board of Assessors,

Thomas C. nichols

Luigi's Pizza





Card 1 of 1 Print Dates 10/03/1000 no. 1.	### ##################################	Total 179,300 179,300 179,300	APPRAISED VALUE SUMMARY Appraised Bidg. Value (Card) 125,700 Appraised XF (B) Value (Bidg) 2,900 Appraised Land Value (Bidg) 4,900 Special Land Value 44,200	Total Appraised Card Value Total Appraised Parcel Value Valuation Method: Income Valuation	Net Total Appraised Parcel Value 179,300 Comments Date ID Cd Purpose/Result 10/3/2000 DP 00 Meas & Int Insp. 8/30/1990 DP 00 Meas & Int Insp.	d. Adf. Notes-Adj/Special Pricing Adj. Unit Price Land Value 1.00 44,200 SF Total Land Value 44,200
MAP ID: 0129/ / 0011/ / Other ID:	All Public Paved LOCATION		NOTES		BUILDING PERMIT RECORD Description Amount Insp. Date % Comp. Date Comp.	Depth Units Units Unit Price I. Factor S.I. C. Factor Nbhd. 10,564.00 SF Unit Price I. 1.00 I 1.00 720 and Units 10,564.00 SF Parcel Total Land Area: 10,564.8F
Vision ID: 4073		LITSAS LLC LITSAS LLC LITSAS LLC LISOURAND JIR MARTEL CLEMENS M EXEMPTIONS EXEMPTIONS ARCHIVE CLEMENS M EXEMPTIONS Feat Type/Description Amount	Total:	DBA-LUIGTS PIZZA DBA-VALLEY MAJOR APPLIANC E PARTS	ID Issue Date Type	B# Use Code Description Zone D Frontage Depth 3260 REST/CLUBS Total Card Land Units

Print Date: 10/03/2003 08 N BAS SLB 7 SKETCH 0 0 Card47 180 32 28 Bldg #: BAS HOH 288,156 4,800 100 400 2,500 508 314,227 Undeprec, Value Apr. Value Factor 0129//0011// CONDOMOBILE HOME DATA OB-OUTBUILDING & YARD (TEMS/L) / XF-BUILDING EXTRA FEATURES/B) Description AVERAGE WOOD FRAME AVERAGE TEIL & WALLS COSTANARKET VALUATION Commercial Data Elements (AY) 1941, 60 VERAGE Description 73.00 0.98489 1.01 72.62 314,227 1910 2883 72.62 14.67 18.16 0.00 18.16 125,700 4,327 Bldg Val: Unit Cost MAP ID: Other ID: 40 BUILDING SUB-AREA SUMMARY SECTION ŭ Jode Eff. Area S. 0.90 1990 88.00 1986 20.00 1941 2.00 1941 Deprec. Bldg Value. Spect. Cond. Code Spect Cond % Overall % Cond. Rooms/Prtus % Common Wall Wall Height Adj. Base Rate Bldg. Value New Year Built Number of Levels % Ownership Unadj. Base Rate Size Adj. Faptor Grade (Q) Index Nrml Physel Dep Funent Obsine dumber of Units Frame Type Baths/Plumbing CONSTRUCTION DELLIT 3ff. Year Built Complex Floor Adj Juit Location Element Ceiling/Wall Scon Obsluc Gross Area 3,968 198 2,720 1,248 Unit Price 8,162 leat & AC lement Living Area 3,968 3,968 54 3,086 Units 7,305 Percentage 100 Description MIXED USE Brick/Masonry Cedar or Redwd Uat Zero Bedrooms Zero Bathrms l l l ommercial 1% 10t Air-no Duc Rolled Compos Drywall/Sheet Pine Pancling Hardwood Average Story arpet Sanopy Jorch, Open, Finished PAVING-ASPHALT W/MOTOR & LTS COOLER AIR CONDITION Insement, Unfinished Description TH. Gross Liv Lease Area Ch Description REST/CLUBS First Floor Vision ID: 4073 Roof Structure Heating Fuel Heating Type AC Type Bath Type Kitchen Style Slab Interior Floor 1 Exterior Wall 1 nterior Wall 1 otal Rooms Roof Cover Element Style/ Type Model Bedrooms Bathrooms ocupancy CCLR1 Stories Jrade

42

A TOPERTY LUCHION: 100 VALLEY ST



CITY OF MANCHESTER

Planning and Community Development

Planning Community Improvement Program Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

January 12, 2004

Committee on Land and Buildings Honorable Board of Mayor and Aldermen City Hall - One City Hall Plaza Manchester, N.H. 03101

RE: Disposition of city-owned land on Belmont Street previously owned by the B&B Railroad Company

Dear Committee Members:

This is to provide a report pursuant to Section 23½ pertaining to the above-referenced city-owned land.

The City recently received a letter from the owner of Luigi's Pizza Bar & Grille, which is located on the northeast corner of Valley and Belmont Streets, inquiring about the possibility of acquiring a portion of the city-owned former rail corridor which passes immediately to the north of their pizzeria. More specifically, the request is to acquire the nearest abutting 30 feet of an existing 60 foot wide ROW for the purpose of providing a larger parking area for the subject restaurant.

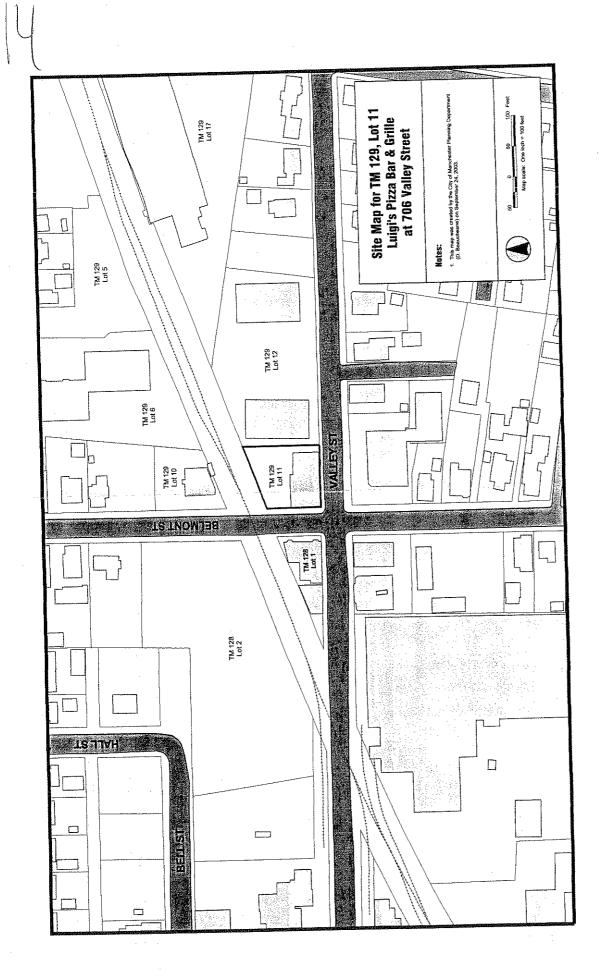
Surplus Determination: The Planning Department has reviewed this property and communicated with the Parks Department about this matter and has discovered that there is a plan to run a future pedestrian/bicycle trail system over the former rail ROW – for the purpose of connecting the RiverWalk along the Merrimack River to the state's Rockingham Trail, which essentially runs between Hampton and Lake Massabesic. As such, we do not believe that the former rail ROW is surplus to city needs.

Disposition: If it could be determined in advance that it would not obstruct or otherwise compromise any portion of the City's future pedestrian/bicycle trail plan, we suggest that the Committee consider recommending the possibility that a license be issued to Luigi's Pizza Bar & Grille allowing their private use of an appropriate portion of the subject ROW for their parking needs.

Sincerely,

Robert S. MacKenzie Director of Planning

> One City Hall Plaza, Manchester, New Hampshire 03101 Phone: (603) 624-6450 FAX: (603) 624-6529 E-mail: planning@ci.manchester.nh.us www.ci.manchester.nh.us





CITY OF MANCHESTER Parks, Recreation & Cemetery Department

625 Mammoth Road Manchester, NH 03104-5491 (603) 624-6565 Administrative Office (603) 624-6514 Cemetery Division (603) 624-6569 Fax COMMISSION

George "Butch" Joseph, Chairman Steve Johnson, Clerk Michael Worsley Joseph Sullivan Sandra Lambert Ronald Ludwig, Director

July 26, 2004

I+8,9+10

Alderman Henry Thibault, Chairman - Lands & Buildings Committee Board of Mayor & Aldermen One City Hall Plaza Manchester, NH 03101

Re: Abandoned Rail Corridors

Dear Alderman Thibault:

In 2001, the New Hampshire Department of Transportation transferred ownership of the Manchester and Portsmouth Branch railroad corridor to the City for use as a recreational trail. However, the state placed several restrictions on the use of this property that must be considered before a decision is made regarding requests from abutters to utilize portions of this property.

At the May 26, 2004 Lands and Buildings Committee meeting, a vote was taken to table these requests pending development of a standard policy by City staff. I recently met with Tom Arnold from the City Solicitor's Office and David Beauchense from the Planning Department to discuss what should be included in this policy. While our meeting was productive, we will need some additional time to develop a written policy for your review.

In view of the restrictions placed on this property by the State and the City's long range plans for a recreational trail, it is certain that we will not recommend fee simple purchases. It may be possible to develop an agreement for temporary use that would not include any structures with a reversionary clause that would allow the City to construct a recreational trail at a future date.

We will have our recommendations for this policy available for your next scheduled meeting.

Sincerely yours,

Ron Johnson, Deputy Director

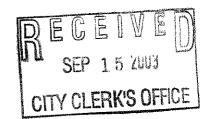
cc: Thomas Arnold, Deputy City Solicitor

David Beauchense, Planning & Community Development



City of Manchester Office of the Tax Collector

City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101 Joan A. Porter
(603) 624-6575 (Phone) Tax Collector
(603) 628-6162 (Fax)



Memorandum

DATE:

SEPTEMBER 12, 2003

TO:

CITY CLERK

FROM:

JOAN PORTER, TAX COLLECTOR

RE:

PURCHASE OF RAILROAD PROPERTY

Since this is not a tax-deeded property, the Tax Collector's office has no interest in its disposition.

JMS VALLEY GROVE, LLC P.O. BOX 6482 MANCHESTER, NH 03108-6482 603-626-7333



Alderman Henry R. Thibault Chairman of Lands and Building Committee City of Manchester One City Hall Plaza Manchester, NH 03101

Dear Mr. Thibault.

After speaking with Mr. Osborne, Mr. Johnson and the DPW, they recommended that I direct my requests to your office. My brother Mark and I own and manage the Valley Grove Apartments located in the 700 series on Valley and Grove Streets, just north of Belmont. Since purchasing the property we have dedicated our efforts to capital improvements of the buildings interiors. Now that spring is upon us, we would like to positively enhance our neighborhood by maintaining the rail bed that separates the properties. Specifically, we would like to create an open space area that would be conducive for children to play unimpeded by the liability surrounding the iron rails and the wooden supports below them.

Our proposals would not, in any way, financially burden the city and would in fact lessen or eliminate a potential hot spot for injury. Mark and I would like to remove the railroad tracks, spread loam and seed creating a grassed play area for the children of the apartment complex. Our plans do not include the use of any recreational structures or any outside contractors. Rough drawings of our intentions are included herein.

We certainly would appreciate any of your recommendations.

Sincerely,

Steve Mscisz Manager

JMS Valley Grove Apartments

603-626-7333

RECEIVED

APR 3 U 2004

CITY CLERK'S OFFICE

ST.		
744 PARKING VALLEY APTS	722 VALLEY LUIGIS APTS REST	BEL
FENCE DED DED AREA, /	NEW PENCE	BELMONT ST
PARKING GROVE APTS	733 GROVE APTS	

GROVE ST.



To: Committee on Lands and Buildings

From: Board of Assessors Date: December 15, 2004

Re:

Map 129 Lot 12

Owner of abutting property- MMSM LLC Address: 722- 744 Valley St & 733 Grove Street

Request to Purchase Property or Lease/License Property

The Assessors have completed an analysis of the estimated market value of the above referenced property. An analysis of the available assessing records has been completed. A review of sales of excess B & M railroad tract land has also been completed. The following is a summary of important facts, and the value estimate:

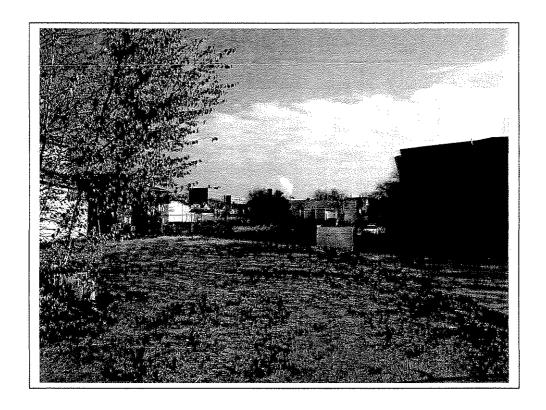
Property Location	Land is located between Valley and Grove Street & Belmont
	and Taylor
Assessors Map/Lot	Map 129 Lot is not assigned
Property Owner	City of Manchester, NH
Deed Book/Page	Deeded 1/10/02 Book 6561 Page 1308
Date Acquired	Jan 11, 2002
Improved/Vacant	Vacant
Total Land Area	14,362
Current Zoning	RDV Which means Any permitted use
Easements/Restrictions	Railroad
Utilities Available	All
Total Current	\$0
Assessment	
Indicated Range of	\$4.00 per foot
Value/Unit	
Indicated Range of	\$57,448
Value	
Comments	We are using \$4.00 per sq. ft, which is what B & M is selling
	land to individuals that purchase land in areas like this one.

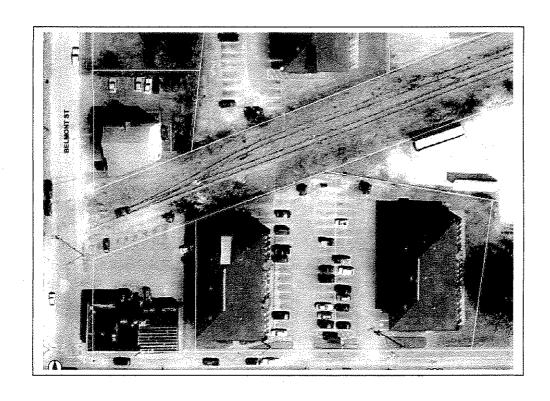
Respectfully submitted by the Board of Assessors,

Thomas C. Nichols



JMS Valley Grove Apartments







Robert S. MacKenzie, AICP Director

Planning and Community Development

CITY OF MANCHESTER

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

July 22, 2004

Committee on Land and Buildings Honorable Board of Mayor and Aldermen City Hall - One City Hall Plaza Manchester, N.H. 03101

RE: Disposition of city-owned land located between Valley and Grove Streets previously owned by the B&B Railroad Company

Dear Committee Members:

This is to provide a report pursuant to Section 23½ pertaining to the above-referenced city-owned land.

The City received a letter from JMS Valley Grove LLC inquiring about the possibility of acquiring, or receiving permission to use, an approximately 200 foot long section of the city-owned former Portsmouth Branch rail corridor which passes between the Valley Grove Apartment complex which is located on Valley and Grove Streets a short distance to the east of Belmont Street. The specific purpose for their request is to acquire land which may be used as a private playground for the lessees of their several abutting apartment buildings; one aspect of their plan involves fencing off any city-owned land they may acquire for their private and exclusive use.

Evidence from a recent site visit appears to indicate that agents for JMS Valley Grove LLC have already erected a timber barrier across the former rail ROW at the east end of their properties, removed and disposed of at least 200+ feet of city-owned steel rails and supportive timber ballast which previously crossed that area, and they have proceeded to loam, seed and water that city-owned land in a manner conducive to exclusive private use. Thus, through their current request, JMS Valley Grove, LLC, appears to be seeking retroactive authorization to use and/or own land which they have already altered and occupied without permission.

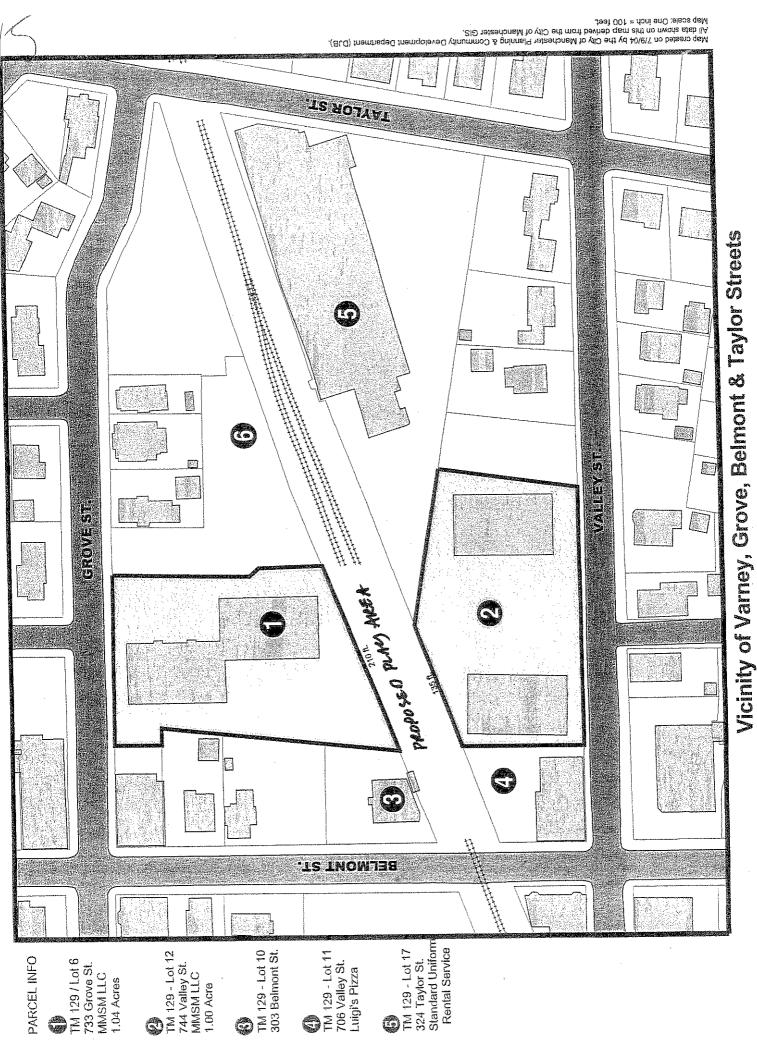
Surplus Determination: The Planning Department has reviewed the affected properties and communicated with the Parks Department about this matter and we wish to report, as we have in similar cases in the past, that in transferring ownership of this ROW to the City, the State of New Hampshire included a deed provision which requires that the subject rail ROW be used as a recreational trail. With this in mind, it would appear that any kind of sale of this former rail ROW to private sector interests would be in violation of this agreement and, as a result, we do not recommend that any portion of the ROW be determined surplus to City needs.

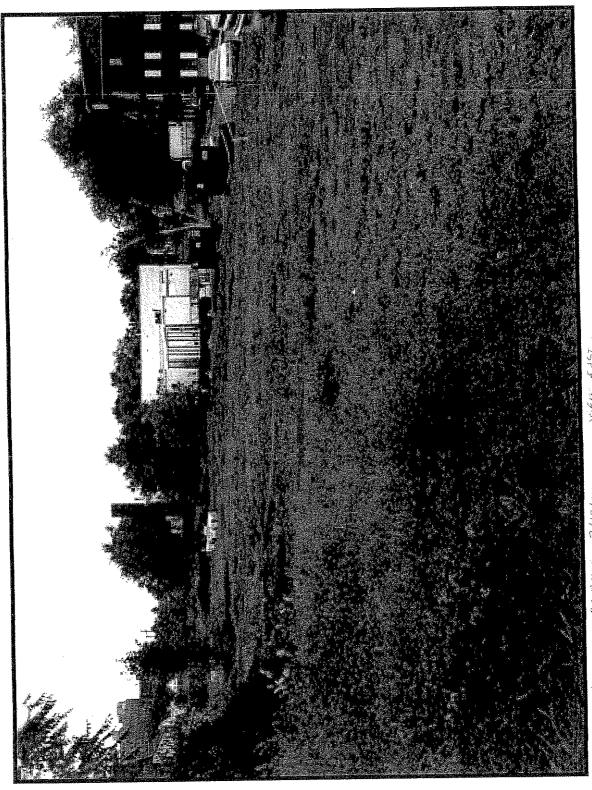
Disposition: While the applicant's development of the subject land in advance of any formal permission to use it is improper, our sense is that their proposed use of the land is inoffensive and we would recommend the following disposition: if it would not obstruct or otherwise compromise any portion of the City's future pedestrian/ bicycle trail plan, the Committee may wish to recommend that a license be issued to JMS Valley Grove LLC allowing their use of an appropriate portion of the subject ROW for their playground needs. Our advice is based on the condition that (a) no private fence be placed on any part of the ROW; (b) no permanent structure be erected on the ROW; and (c) the public continue to have, as it does now, freedom of movement along the entire length of the former rail corridor.

Sincerely.

Robert S. MacKenzie Director of Planning

> One City Hall Plaza, Manchester, New Hampshire 03101 Phone: (603) 624-6450 FAX: (603) 624-6529 E-mail: planning@ci.manchester.nh.us







CITY OF MANCHESTER Parks, Recreation & Cemetery Department

625 Mammoth Road Manchester, NH 03104-5491 (603) 624-6565 Administrative Office (603) 624-6514 Cemetery Division (603) 624-6569 Fax

COMMISSION

George "Butch" Joseph, Chairman Steve Johnson, Clerk Michael Worsley Joseph Sullivan Sandra Lambert Ronald Ludwig, Director

July 26, 2004

Alderman Henry Thibault, Chairman - Lands & Buildings Committee Board of Mayor & Aldermen One City Hall Plaza Manchester, NH 03101

Re: Abandoned Rail Corridors

Dear Alderman Thibault:

In 2001, the New Hampshire Department of Transportation transferred ownership of the Manchester and Portsmouth Branch railroad corridor to the City for use as a recreational trail. However, the state placed several restrictions on the use of this property that must be considered before a decision is made regarding requests from abutters to utilize portions of this property.

At the May 26, 2004 Lands and Buildings Committee meeting, a vote was taken to table these requests pending development of a standard policy by City staff. I recently met with Tom Arnold from the City Solicitor's Office and David Beauchense from the Planning Department to discuss what should be included in this policy. While our meeting was productive, we will need some additional time to develop a written policy for your review.

In view of the restrictions placed on this property by the State and the City's long range plans for a recreational trail, it is certain that we will not recommend fee simple purchases. It may be possible to develop an agreement for temporary use that would not include any structures with a reversionary clause that would allow the City to construct a recreational trail at a future date.

We will have our recommendations for this policy available for your next scheduled meeting.

Sincerely yours,

Ron Johnson, Deputy Director

cc: Thomas Arnold, Deputy City Solicitor

David Beauchense, Planning & Community Development

▼▼▼ MAN(118 Maple ST. ♦ Manchester, NH 03103 Phone 1-603-645-6160 \$ Fax 1-603-645-6160

ARR 27 M1 52

April 26, 2004

City Hall, City Clerks office One City Hall Plaza Manchester, NH, 03102

To Whom It May Concern,

My name is Gerald P. Cloutier. I am the owner of the propery at 118 Maple St. It has come to my attention that the city of Manchester has aquired the abutting land on 118 Maple St. that was the former property of the Boston and Maine Railroads. I am interested in purchasing this property from the City of Manchester. Recently it has come to my attention that I am not in compliance with the parking codes that the city regulates. If able to purchase this piece of property on the corner of Maple St. and Sommerville. St. I will be in compliance with the City. I would appreciate it if you can look into this matter for me. If you can advise me on my next step in aquiring this property, who to conta ct, what the price might be. I would appreciate it. Thank-you for this consideration. I will be looking forward to hearing from you.

Sincerely,

Gerald P. Cloutier

65 Winter St

Manchante MH 03102

Home 626 7274 Work 645 6160

Cell 582 2522

2005337

2002 JAN | | PM 1:39

KNOW ALL MEN BY THESE PRESENTS

THAT, The State of New Hampshire, whose mailing address is the Department of Transportation, 1 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483, pursuant to RSA 4:40 and RSA 228:67, for considerations paid to it in hand before the delivery hereof, well and truly paid by the City of Manchester, a municipal corporation, whose mailing address is 1 City Hall Plaza, Manchester, NH 03101-2097, has remised, released and forever QUITCLAIMED, and by these presents, does remise, release and forever quitclaim unto said City of Manchester, its successors, and assigns forever:

Any and all interest the State of New Hampshire has in a portion of the abandoned Portsmouth Branch railroad corridor, including all stations, buildings, bridges, structures, crossings, culverts and improvements thereon and including all appurtenances thereto and formerly owned by the Boston and Maine Corporation, the Elliot Hospital of the City of Manchester, 67 Willow Street Realty, L.L.C., and the Flying Horse Realty, Inc., sceated in the City of Manchester, bounded and described as follows:

Parcel 1:

Beginning at a point designated as Engineering Station 1967+70+/- located on the westerly sideline of Page Street as shown on Railroad Valuation Plan V28NH, Map 38; thence running generally in a westerly direction to a point designated as Engineering Station 1997+50+/- as shown on Railroad Valuation Plan V28NH, Map 39.

Beginning at a point designated as Engineering Station 2002+90+/- located on the westerly sideline of Mammoth Road as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2008+05+/- at the easterly sideline of Hall Road as shown on Railroad Valuation Plan V28NH, Map 39.

Beginning at a point designated as Engineering Station 2021+70+/- located on the westerly sideline of Massabesic Street as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2080+80+/- at the easterly sideline of Union Street as shown on Railroad Valuation Plan V28NH, Map 41.

Beginning at a point designated as Engineering Station 2094+12+/- as shown on Railroad Valuation Plan V28NH, Map 41; thence running generally in a northwesterly direction to a point designated as Engineering Station 2104+28+/- at the easterly sideline of Elm Street as shown on Railroad Valuation Plan V28NH, Map 41.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Boston and Maine Corporation by a deed recorded in the Hillsborough County Registry of Deed in Book 6200, Pages 40 - 48 on January 11, 2000, said parcels containing an area of 12.45 acres, more or less.

Beginning at a point designated as Engineering Station 1997+50+/- as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2002+44+/- located on the easterly sideline of Mammoth Road as shown on Railroad Valuation Plan V28NH, Map 39.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Boston and Maine Corporation by a deed recorded in the Hillsborough County Registry of Deed in Book 5719, Pages 215 - 221 on May 21, 1996, said parcel containing an area of 0.66 acres, more or less.

Beginning at a point designated as Engineering Station 2008+61+/- located on the westerly sideline of Hall Street as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2021+76+/- at the easterly sideline of Massabesic Street as shown on Ruilroad Valuation Plan V28NH, Map 39.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Elliot Hospital of the City of Manchester by an easement recorded in the Hillsborough County Registry of Deed in Book 5645, Pages 1085 - 1087 on August 1, 1995, said parcel containing an area of 0.60 acres, more or less.

Beginning at a point designated as Engineering Station 2081+13+/- located on the westerly sideline of Union Street as shown on Railroad Valuation Plan V28NH, Map 41; thence running generally in a westerly direction to a point designated as Engineering Station 2083+33+/- at the easterly sideline of Willow Street as shown on Railroad Valuation Plan V28NH, Map 41.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the 67 Willow Street Realty, L.L.C. by an easement recorded in the Hillsborough County Registry of Deed in Book 6513, Pages 131 - 132 on October 30, 2001, said parcel containing an area of 0.15 acres, more or less.

Beginning at the southerly most point of said premises, at an iron pin with cap to be set: thence along a curve westerly along said parcel with a radius of 962 57 feet, a distance of 479.56 feet to a point; thence N8°25'43"W a distance of 108.31 feet to a point; thence along a curve southeasterly with a radius of 932.57 feet to a point on Willow Street in Manchester, New Hampshire; thence S13°52'44" east a distance of 45.99 feet to the point of beginning, as shown on plan entitled "Easement Plan of Land prepared for Flying Horse Realty Inc., in Manchester, NH, scale 1" = 40", Date: January 11, 2000", prepared by Duval Survey, Inc., 14 Dartmouth Street, Hooksett, NH 03103, and recorded in the Hillsborough County Registry of Deeds as Plan No. 30334.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Flying Horse Realty; Inc., by an easement recorded in the Hillsborough County Registry of Deed in Book 6208, Pages 26 - 27 on February 9, 2000, said parcel containing an area of 0.34 acres, more or less.

As a further condition of this instrument, the City of Manchester agrees to the following:

- 1.) The City of Manchester shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public.
- 2.) Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to the Section 106 historic review process.
- 3.) The City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor.

Excepting and Reserving, to the State of New Hampshire by or through its Department of Transportation of any successor agency, a transportation easement, 30 feet in width, crossing all the above-described parcels for any mode of public travel, including, but not limited to, vehicular, railroad, bus, or other form of mass transit, pedestrian, bicycle, snowmobile (not including motorcycles) or other form of recreational travel.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging to the City of Manchester, its successors and assigns forever.

IN WITNESS WHEREOF, The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of the New Hampshire Department of Transportation, duly authorized and executed this 14 day of herealter, 20 pt.

Signed, Sealed and Delivered in the presence of

Diane Harford

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Commissioner

THE STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this 14th day of <u>Necentles</u>, 20 01, before me, <u>Nene Hartford</u> the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DIANE L. HARTFORD
Notary Public
My Commission Fertine July 12 2004

NOTARY PUBLIC

Approved by New Hampshire Council on Resources and Development on July 14, 2000. Approved by Long Range Capital Planning and Utilization Committee on August 22, 2001. Approved by Governor and Executive Council on October 10, 2001, Item # 146.



CITY OF MANCHESTER, NH **Board of Assessors**

One City Hall Plaza, West Wing Manchester, New Hampshire 03101 Tel: (603) 624-6520 - Fax: (603) 628-6288 E-mail: assessors@ci.manchester.nh.us Web: www.ManchesterNH.gov



Steven G. Tellier, Chairman Thomas C. Nichols Stephan W. Hamilton

Christine Hanagan Assistant to Assessors

To:

Committee on Lands and Buildings

Date:

From: Board of Assessors December 15, 2004

Re:

Map/Lot: 0361/0001 - Note: This is the Abutter's Lot

Owner: Gerald P. Cloutier

Request to Purchase or Lease/License Land

The Assessors have completed an analysis of the estimated market value of the above referenced property. An examination of the available assessing records has been completed. A review of sales of excess B&M Railroad tracts of land has also been done. The following is a summary of important facts and the value estimate:

Property Location	Maple and Somerville Streets
Assessors Map/Lot	Not Assigned
Property Owner	City of Mancheter
Deed Book/Page	Not Assigned
Date Acquired	N/A
Improved/Vacant	Vacant
Total Land Area	5,271 sq. ft.
Current Zoning	RDV
Overlay District	N/A
Easements/Restrictions	Railroad
Utilities Available	All
Total Current Assessment	\$0
Indicated Range of Value/Unit	\$4.00
Indicated Range of Value	\$21,084
Comments	We are using \$4.00 per sq. ft. which is the rate at which
	B&M is selling land to individuals who purchase land in
	areas such as this one. However, this lot is located in a good
	commercial area. On the open market the location of the lot
	could add considerable contributory value to the abutting
	property.

Respectfully submitted, **BOARD OF ASSESSORS**

Thomas C. Nichols

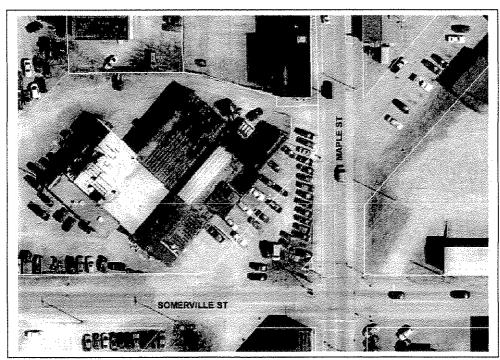
Steven G. Tellier, Chairman

Stephan W. Hamilton, Assessor



Maple and Sommerville J.C. Auto Sales







Robert S. MacKenzie, AICP Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

May 24, 2004

Committee on Land and Buildings Honorable Board of Mayor and Aldermen Manchester City Hall One City Hall Plaza Manchester, New Hampshire 03101

Re: Disposition of City-owned former rail ROW parcel abutting 118 Maple Street

Dear Committee Members:

The City has received a written request by Mr. Gerald Cloutier, owner of J. C.'s Auto Sales (corner of Silver, Somerville and Maple Streets), seeking the opportunity to purchase a small triangular-shaped 5,271 s.f. section of the former B & M Portsmouth Branch rail line which abuts his property (see attached map). Mr. Cloutier's stated goal in such a purchase is that it would assist in resolving his used car business' on-site parking problems. At its widest, the subject city-owned parcel is app. 60' wide and contains the former railroad's steel rails and timber ballast which are still in place running down the middle of the parcel.

Surplus Determination: The Planning Department has communicated with the Parks, Recreation and Cemeteries Department in reviewing this property and has determined that the City has long-term plans to install a bike/pedestrian trail along the former Portsmouth Branch railroad line through this part of town to connect the state's Rockingham Recreational Trail on the east side of the city with the CrossTrails hub in the vicinity of the south Millyard ballfield. It was also found that the State of New Hampshire, in deeding the former rail ROW to the City, not only reserved a 30' wide transportation easement on the property for possible future rail uses but also maintained a right to approve any sale of the rail ROW which the City may wish to undertake. In view of these long-range plans and restrictions, our recommendation is that the subject parcel continue to be maintained in city ownership and not be declared surplus.

Disposition: Given the real commercial need by J. C.'s Auto Sales for added on-site parking, we feel that the City could reasonably enter into a lease agreement with Mr. Cloutier which would allow him to use approximately 30' of that portion of the subject parcel which is closest to his 118 Maple Street business such least to include a reversionary clause that would allow the City to construct a recreational trail at any apt future date. The Committee may wish to consider this option.

Sincerely,

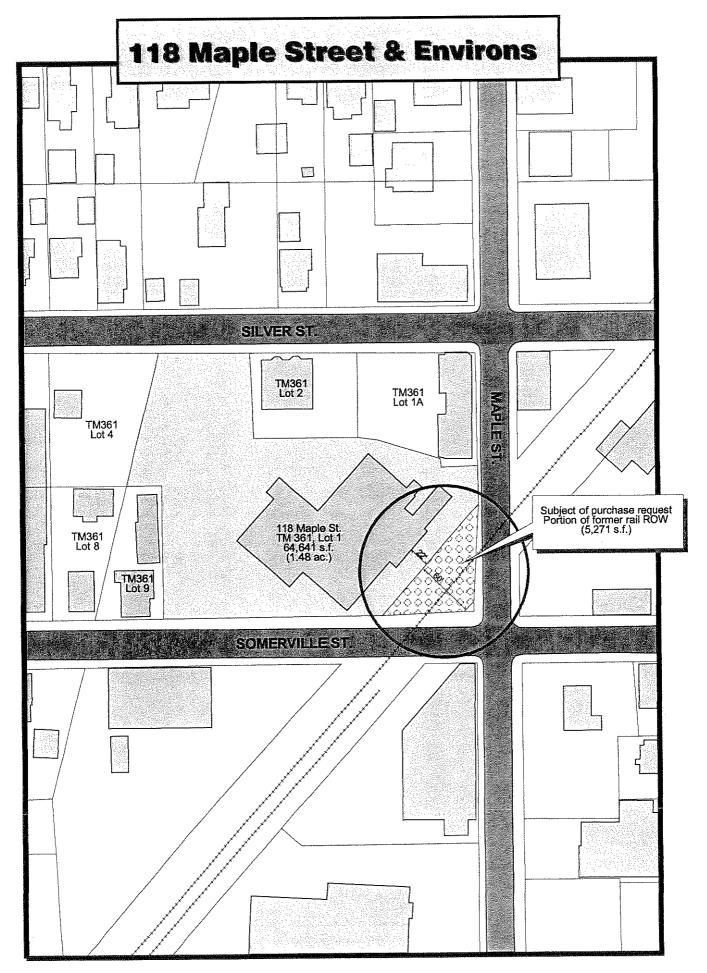
Robert S. MacKenzie

Director of Planning & Community Development

Copy: file

One City Hall Plaza, Manchester, New Hampshire 03101 Phone: (603) 624-6450 FAX: (603) 624-6529 E-mail: planning@ci.manchester.nh.us www.ci.manchester.nh.us







CITY OF MANCHESTER Parks, Recreation & Cemetery Department

625 Mammoth Road Manchester, NH 03104-5491 (603) 624-6565 Administrative Office (603) 624-6514 Cemetery Division (603) 624-6569 Fax COMMISSION

George "Butch" Joseph, Chairman Steve Johnson, Clerk Michael Worsley Joseph Sullivan Sandra Lambert Ronald Ludwig, Director

May 21, 2004

Alderman Henry Thibault, Chairman - Lands & Buildings Committee Board of Mayor & Aldermen One City Hall Plaza Manchester, NH 03101

Re: Abandoned Rail Corridor Land Purchase request - Gerald Cloutier

Dear Alderman Thibault:

I would like to provide some comments regarding the request of Mr. Gerald Cloutier of J. C.'s Auto Sales to purchase a portion of the former Manchester and Portsmouth railroad line at 118 Maple Street. This property was transferred to the City from the State of New Hampshire on December 14, 2001.

The State of New Hampshire placed several conditions within the deed, including use and management restrictions and the need to obtain approval from the State before selling any portion of the property. Furthermore the State has reserved a (30') transportation easement on the property.

According to the City Master Plan, abandoned rail corridors throughout Manchester were identified as future greenways and trail connectors to the neighborhoods. We are currently working on two trail projects on abandoned rail corridors including the Piscataquog Trailway and South Manchester Rail Trail.

The property in question has also been identified as a connector to the Rockingham Recreational Trail, which the State currently manages from I-93 in Manchester easterly to the town of Newfields. As funding becomes available, we would like to improve this section of rail corridor for a recreational trail.

In view of the restrictions placed on this property by the State and the City's long range plans for recreational trails, we would recommend that the Board of Aldermen deny a fee simple purchase of this property. Instead, the Board may consider a lease agreement allowing use of the property with a reversionary clause that would allow the City to construct a recreational trail at a future date.

Sincerely yours,

Ron Johnson, Deputy Director

cc: Ronald E. Ludwig, Director

Robert A. MacKenzie, Planning Director





City of Manchester Office of the Tax Collector

City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101 Joan A. Porter
(603) 624-6575 (Phone) Tax Collector
(603) 628-6162 (Fax)

Memorandum

DATE:

April 30, 2004

TO:

Land & Building Committee

FROM:

Joan A. Porter, Tax Collector

RE:

L Corner of Maple St/Somerville St

As the parcel referenced above is not a Tax-Deeded property, the Tax Collector's office has no interest in its disposition nor any further information to contribute.





City of Manchester Parks, Recreation & Cemetery Department

Inter-Office Correspondence

Memo to:

Paula LeBlond-Kang, City Clerk's Office

From:

Ron Johnson

Date:

May 21, 2004

Re:

Lands & Buildings Meeting (4/26/04)

Attached you will find a letter in response to the request from Gerald Cloutier of 118 Maple Street, to purchase a portion of the former Portsmouth Branch railroad property, that is now in City ownership.

The City Planning Department asked us for some comments on this request for the Lands & Buildings Committee meeting. Please let me know if you have any further questions.



CITY OF MANCHESTER Parks, Recreation & Cemetery Department

625 Mammoth Road Manchester, NH 03104-5491 (603) 624-6565 Administrative Office (603) 624-6514 Cemetery Division (603) 624-6569 Fax

COMMISSION

George "Butch" Joseph, Chairman Steve Johnson, Clerk Michael Worsley Joseph Sullivan Sandra Lambert Ronald Ludwig, Director

July 26, 2004

[+ews#8,9+10

Alderman Henry Thibault, Chairman - Lands & Buildings Committee Board of Mayor & Aldermen One City Hall Plaza Manchester, NH 03101

Re: Abandoned Rail Corridors

Dear Alderman Thibault:

In 2001, the New Hampshire Department of Transportation transferred ownership of the Manchester and Portsmouth Branch railroad corridor to the City for use as a recreational trail. However, the state placed several restrictions on the use of this property that must be considered before a decision is made regarding requests from abutters to utilize portions of this property.

At the May 26, 2004 Lands and Buildings Committee meeting, a vote was taken to table these requests pending development of a standard policy by City staff. I recently met with Tom Arnold from the City Solicitor's Office and David Beauchense from the Planning Department to discuss what should be included in this policy. While our meeting was productive, we will need some additional time to develop a written policy for your review.

In view of the restrictions placed on this property by the State and the City's long range plans for a recreational trail, it is certain that we will not recommend fee simple purchases. It may be possible to develop an agreement for temporary use that would not include any structures with a reversionary clause that would allow the City to construct a recreational trail at a future date.

We will have our recommendations for this policy available for your next scheduled meeting.

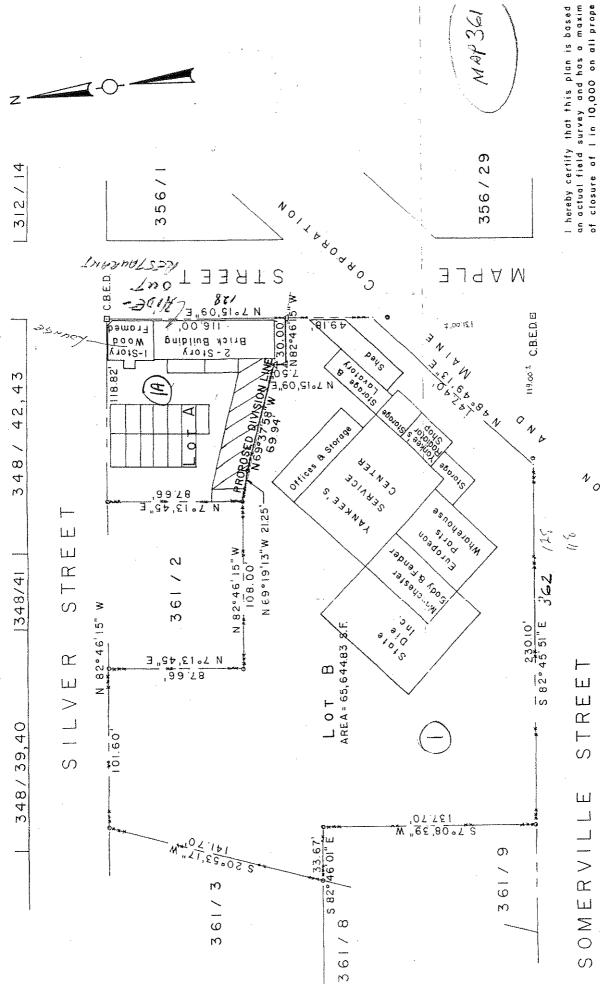
Sincerely yours,

cc:

Ron Johnson, Deputy Director

Thomas Arnold, Deputy City Solicitor

David Beauchense, Planning & Community Development



H